



# Charter School Bus and Student Tracker

## Request for Proposals # ED-18-02

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

**THE CITY OF PEMBROKE PINES  
PURCHASING DIVISION  
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## ATTACHMENTS

- Attachment A: Contact Information 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: Local Vendor Preference Certification
- Attachment F: Veteran Owned Small Business Preference Certification
- Attachment G: Equal Benefits Certification Form
- Attachment H: Vendor Drug-Free Workplace Certification Form
- Attachment I: Vendor Certification Regarding Scrutinized Companies List
- Attachment J: Proposer's Completed Qualification Statement
- Attachment K: Sample Insurance Certificate
- Attachment L: Specimen Contract - **Contractual Services Agreement**
- Attachment M: References Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

#### **RFP # ED-18-02 “Charter School Bus and Student Tracker”**

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

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

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

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

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

### **1.2 PURPOSE**

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



### **1.3 BACKGROUND**

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

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

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

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

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



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

#### **1.4 SCOPE OF WORK**

- 1) **Hardware Equipment:** Prospective Contractors should provide a schedule for implementing this agreement in the event they are selected as the successful Contractor. The schedule should address:
  - a. Specifications of hardware equipment
  - b. Specifications for recommended installation or mounting of hardware
  - c. Schedule for bus evaluation, delivery, and installation
  - d. Any necessary training for hardware use and handling
- 2) **Software Descriptions:** Prospective Contractors should provide a schedule for providing access to software applications. The schedule should address:
  - a. Descriptions of software applications, platforms, versions, and features specific to each, etc.
  - b. Resources for best use of said applications provided to the necessary parties
  - c. Any necessary training for software use and best practices
- 3) **Equipment Maintenance:** Prospective Contractor shall maintain all equipment used in the tracking of transportation and student riders solely at their cost. In coordination with the City of Pembroke Pines' current contractor for Charter School bus transportation services, the Contractor awarded this bid will perform hardware repairs, replacements, etc. In the event the City replaces their current their school bus fleet with new vehicles, the vendor shall include any additional costs that will be incurred for the transfer of their hardware & equipment to the new fleet.
- 4) **Equipment Description:** Prospective Contractor shall submit a description of the equipment that their firm proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include hardware classification, model numbers, and IMEI or serial numbers for differentiation, if available at the time of bid submission.
- 5) **Equipment Compliance:** It is understood that all equipment furnished shall comply with all statues in force, and that if any hardware equipment owned by the Contractor fails at any time to comply in whole, or in part, during the term of the contract, it shall be replaced by the Contractor without expense to the City of Pembroke Pines, and without claims for adjustment to compensation.





- 6) **Equipment Inventory:** If the successful Contractor does not have adequate equipment at the time of award of the contract, the Contractor shall present the City of Pembroke Pines with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing all necessary equipment will be supplied and such equipment will be available on-site for use by the Contractor for performance of the contract.
- 7) **Standby Inventory:** Standby hardware equipment and installation materials in a number equal to two percent (2%) of the regularly outfitted fleet, meeting the same specifications, shall be available on-site to provide extra-curricular service and to be used in the event any vehicle regularly transporting students is equipped with an inoperable hardware device.
- 8) **Training Program:** The Contractor shall plan and administer a training program or schedule in collaboration with the City of Pembroke Pines, Charter Schools, and the current contractor of Charter School bus transportation services. The training program must include, but is not limited to, the following:
  - a. **Drivers and Associated Fleet Personnel**
    - i. Hardware device use and handling, including protocol for replacement or troubleshooting
    - ii. Hardware device app use, included but not limited to, beginning or finalizing a route, dispatching alerts, and assisting student riders when authenticating, or dealing with unauthorized riders
    - iii. Provide drivers and fleet personnel with Student-specific support materials and instructions
  - b. **Students**
    - i. Instructions and other support material for teaching student riders how to board and exit the bus when authenticating at the device
  - c. **Families / Parents / Legal Guardians**
    - i. Provide accessibility or ability to subscribe to mobile app component of the transportation and rider tracking system
    - ii. Instructions and other support materials for how to use said app and contact information for app support
    - iii. Provide families with Student-specific support materials and instructions
  - d. **School Administrators**
    - i. Hardware device use and handling in regards to registration or enrollment of student riders
    - ii. Provide access to web application or portal for daily dashboard and monitoring or reporting capabilities
    - iii. Instructions and other support materials for how to use said app and contact information for app support



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

**e. City-level Administrators**

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

**1.4.1 Routes and Schedules**

- 1) **Passenger List:** The City of Pembroke Pines will provide to the successful Contractor a complete listing of eligible passengers along with their home addresses, grades, and school assignments. In addition, the City of Pembroke Pines shall make arrangements to update such listings for the Contractor on an as needed basis.
- 2) **Route Approvals:** Routes developed by the City of Pembroke Pines and/or the current contractor for Charter School bus transportation services are to be submitted to the successful Contractor of this RFP. The routes must be available electronically through the software application for drivers and for administrators at their respective software applications for monitoring and review. Routes will indicate a route number; all stop locations and estimated stop time, estimated number of passengers and their assignment per stop, if applicable, and start and end time for the route. The City of Pembroke Pines or current contractor for Charter School bus transportation services will cooperate with the Contractor to ensure electronic routes available across the software platforms conforms to approved routes being operated. Any changes or suggestions will be requested or conducted in a reasonable and timely manner.
- 3) **Student Bus Attendance:** Conflicts regarding eligibility of riders and stop locations will be decided by the City of Pembroke Pines or its designee (i.e. the current contractor for Charter School bus transportation services). The Contractor agrees to abide by all decisions of the City of Pembroke Pines in this area. The Contractor, through the capabilities of the onboard hardware and embedded software application, will provide and maintain, for all drivers the ability to see the names and associated stops of all students assigned to their routes. The Contractor will immediately provide the City of Pembroke Pines with such student assignments and historical logs of ridership activity when requested by the City of Pembroke Pines. The City of Pembroke Pines or designee will formulate a plan to ensure all routes loaded electronically are in fact the



- approved routes. Any cost associated to maintaining the validity of the electronic records of the routes will be assumed by the City of Pembroke Pines or their designee in charge of approving and revising said routes.
- 4) **Routing/Tracking Software:** The central component of this contract is the capability of providing software for electronic, cloud-based routing and communication of said programmed routes to the hardware onboard the City's charter school bus fleet, as well as the capability of said hardware to provide geo-localization (GPS tracking) of its location in real-time. A routing/tracking system is necessary to plan efficiency of service and ensure timely communication. The Contractor will provide routing software to be used by the City of Pembroke Pines or its designee's purposes, and will provide a license to such data to be used across the rest of the Contractor's proposed software applications to communicate and interface between the Contractor, the City of Pembroke Pines, its designees, and the greater Pembroke Pines Charter School community. Details of the requirements are outlined in the Technical Specifications of this document.
  - 5) **Required Records:** The Contractors transportation and rider tracking system shall maintain complete and accurate records of all trips provided, and such other reports the City of Pembroke Pines may request using the data being collected, included but not limited to: location, time, identity, alerts, inconsistencies, etc. Details of requirements are outlined in the Technical Specification section of this document.
  - 6) **Compliance:** The Contractor and the City of Pembroke Pines agree that failure to comply with the requirements outlined in the Agreement will result in a cost reduction to be negotiated and agreed to by both parties.
  - 7) **Compensation:** Prospective Contractor should outline their anticipated method for the financing of this service. There are two options: contracted service will be billed directly to the City and paid directly to the contractor, or contractor's payment will be based on a monthly subscription model by another serviced party such as families (i.e. parents or legal guardians) with access to a software application, such as a web- or mobile-based app. If a prospective vendor is proposing a monthly subscription-based model, their proposal should outline in detail how the fees charged to the families will cover the monthly costs of the equipment and software service used by the City Charter School System and the City's contracted Transportation Service provider. Additionally, if an opportunity exists for prospective vendors to share a portion of the revenues generated from families in the monthly subscription-based model, this information should be outlined in detail. The revenue-sharing option is a value-added feature that the city is willing to consider.



## **1.5 TECHNICAL SPECIFICATIONS**

### **1.5.1 Student Data Requirements**

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

### **1.5.2 Importing Student Data/Rollover Requirements**

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



- 4) The system should allow Transportation personnel to grade advance students to begin work on the next year's routes without altering the routes (or students) for the current year or creating a separate database.
- 5) The system should allow User-initiated grade-advance (rollover) that moves the student from grade to grade, school to school, and stop to stop (if district rules require such a changed based on the new grade level). This must be a single process, not requiring multiple iterations.
- 6) The system should allow the official district rollover data be imported into the data used for next year's routes without altering any current routes.

### **1.5.3 Geocoding**

- 1) The system should have the ability to export student and bus stop locations for purposes of the district using other programs to graphically display this information.
- 2) The system should provide batch address matching capabilities and will provide a report identifying students whose address didn't match.
- 3) The system should automatically geocodes students, individually or in batch, based on their house number and street name.
- 4) The system should automatically accept standard variations, such as ST/Street, AV/Ave/Avenue, etc.
- 5) The system should automatically recognize simultaneously valid situations where a single street is known by more than one name (i.e. State St/Route 5), allowing either (or any listed) name to be a match for the map.
- 6) The system should accurately locates a student where the same address occurs more than once in the map (i.e. two addresses of 50 Main St in different communities).
- 7) The system should allow for manual geocoding.

### **1.5.3 Geographic Information System Requirements**

- 1) The system should provide an electronic map that represents the district streets, including known subdivisions or other roads up to the time of delivery of the system. We require a map with the most accurate data for the City of Pembroke Pines and Broward County.
- 2) The system should allow subsequent and periodic importing of a new map from commercially standard mapping formats, such as ESRI or MapInfo.
- 3) System should be able to utilize Tax Parcel data or structure point data for geocoding. This means each address is assigned an exact latitude & longitude. Students should be mapped directly to the latitude / longitude, the parcels/points are not just a visual reference.



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

#### **1.5.4 Student Safety Features**

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

#### **1.5.5 Scheduling Future Changes**

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



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

#### **1.5.6 Student Filter Functions**

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

#### **1.5.7 Routing Functions**

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





- 2) When looking at a route, the system should give a clear visual indicator of which students are assigned to which stop etc. This must not be 'behind the scenes'.
- 3) The system should clearly display students as icons on the GIS map so that the user can clearly see which side of the street the student point is located on.
- 4) The system should automatically indicate the number of students at any stop, with a system indication of those waiting to be picked up as well as those that might already be picked up on any given bus route.
- 5) The system should automatically update student information (bus stop/ride time, etc.) when they are included on a route.
- 6) The system should allow examination of the route at any point, displaying the students liable to be on board at that point, along with critical demographic information (name, birth date, phone number). Also run the same report for students yet to board the bus.
- 7) The system should automatically generate a driving path between bus stops as they are created. The user should have the option to have the software calculate the shortest distance path using street length or shortest drive time using street speeds.
- 8) The system should visually display the side of the street from which a student has approached the bus stop in order to make manual route decisions to minimize students who must cross the street to get to their stop.
- 9) The system should appropriately assign students to bus stops that are visually indicated as right-side stops.
- 10) The system should not pick up a student at a restricted stop unless the user intentionally overrides the rule (and subsequent to a warning of the exception to the rule).
- 11) The system should allow students for different schools to be on the same bus at the same time, tracking their arrival times at the appropriate schools.

### **1.5.8 Data Manipulation and Reporting**

- 1) The system should have an initial 'reminder' screen that brings key information to the user's attention immediately upon starting the program. Example: Show students that need to be routed, etc.
- 2) The system should enable users to view and manipulate information in spreadsheet-like data grids. (Students, schools, routes, stops, alternate sites, students, field trips, staff, etc.) This must be part of the software, not an external reporting procedure.
- 3) The system should allow the user the ability to view different layouts of information, defined by the user. Columns of data can be shown or hidden at any time. Example: User can pull up a list showing student ID, name, address, street name, AM bus, and PM bus. With 3 clicks, user could add a 'phone number' column to the data view.





- 4) The system should allow users ability to click on a header and sort data, or sub sort based on secondary fields.
- 5) The system should allow users to define & save data layout views. Example: an AM Dispatch layout the shows all students with AM routing information, a PM dispatch layout that shows different fields, an overview layout that shows other fields, etc.
- 6) The system should allow the user when viewing a list of students/staff/routes/etc., the ability to simply highlight a record (or several) and omit them from the list.
- 7) The system should allow the user must be able to immediately save the data grid to an excel file.
- 8) The system should allow the user when viewing a list of student's /staff/routes/etc. The ability to select any record(s) and take various actions, including: Map the record, run a report on the record, Edit the record, etc.
- 9) The system should allow for Analytics – Transportation Metrics - This feature allows transportation personnel to analyze their operations especially during peak time usage, i.e., when most of their buses are on the road. For example, by determining the time of day, a district may find it can consolidate routes and save on both fuel and personnel costs.
- 10) The system should allow for Analytics - With Analytics, users also may choose to test "what if" scenarios if modifications were made to selected district policies or routes. This analysis will help determine which scenario will yield the most optimal results. For example, by increasing the walk-to-stop distance policy, a district may be able to reduce the number of stops required and the associated fuel costs.
- 11) The system should allow user the ability to create reports/letters in the system, by building templates that pull data fields into specific locations, similar to mail merge functionality in a Word Processor.
- 12) The system should come with a library of pre-defined reports for students, staff, routes, schools, field trips, etc.
- 13) The proposal should offer unlimited custom reports at no additional charge. Examples include district specific parent letters, stop lists, route sheets, cost comparison reports, etc.

#### **1.5.9 Transportation Specific Reporting**

- 1) The system should be able to print stop lists with or without student names (at user discretion).
- 2) The system's reports for drivers should include the distance from one stop to the next, or from each turning movement to the next.



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

#### **1.5.10 Planning, Simulation and Optimization**

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

#### **1.5.11 Intranet System**

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



### **1.5.12 Internet System**

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

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

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



- 10) The Provider's system subscription agreement must include: unlimited user/site access, and map updates, software and firmware updates, and customer support.
- 11) The system (GPS) should provide an intelligent logging algorithm with high definition data and minimize cellular data communication overhead. Data must be collected based on a combination of time and event logging.
- 12) The system should include an unlimited data plan, with no extra fees for overage or roaming in North America.
- 13) The system proposal should have On-site and On-line Training offered by the provider.
- 14) The proposal should include a dedicated Project Manager assigned to oversee system implementation including Order Fulfillment, Shipping, Installation and Training.
- 15) The proposal should support two day shipping for new or replacement parts from anywhere in North America.
- 16) The system's GPS program should capture data in four dimensions - latitude, longitude, time and heading.
- 17) The system's GPS program should be able to track vehicles even when the vehicle is out of communication range. The system should record and save the information, and backfill when the vehicle is back within range.
- 18) The system should be able to monitor low battery voltage when engine is off.
- 19) The system should be able to key-off current draw on battery when vehicle ignition is off and should not exceed 1 milliamp.
- 20) The system, as an option should have the capability to integrate with the OBDII through the GPS hardware.
- 21) The system's device should have capability to calculate fuel use within geo-fence or state or province.
- 22) The system should include web-based application with web access uptime of more than 99.9%.
- 23) The system should allow for an unlimited number of discrete user profiles, and support a minimum of 100 concurrent system users, at no extra cost.
- 24) The system should allow for users to find the closest 5 or 10 assets to a vehicle, in case of emergency.
- 25) The system should provide for a customizable dashboard with a "favorites" section for reports used most often.
- 26) The system should be capable of reverse geocoding.
- 27) The system should store data with no additional fee for up to two (2) years.



- 28) The system should export in .xls, .pdf, .csv, .shp, and .kml (compatible with Google Earth).
- 29) The system should back up data on a daily basis.
- 30) The system should include a report and alert for asset use during unauthorized time periods.
- 31) The system should calculate the emissions produced during periods of excessive idling.
- 32) The system should calculate the cost of allowable idle, excessive idle, and total idle time.
- 33) The system should provide alerts delivered via pop-up window, email or text message.
- 34) The system should provide the ability to create geo-fences in a line, circle or multi-sided polygon (not just a rectangle or square).
- 35) The system should support data queries using geo-fences. Historical data on-file is queried via user-definable parameters, using geo-fences that can be created at any time and used to query historical data.
- 36) The system should allow for mass upload of drivers or geo-fences via .csv upload.
- 37) The system's software upgrades must be seamless to the end user.
- 38) The system should provide that incident notifications and scheduled reports be automatically generated and emailed.
- 39) The system's reports and alerts should enable easy access to real-time information including, but not limited to: 1) Actual arrival/departure times and parking locations, 2) Excessive idling, 3) Adherence to route schedules and stops, 4) Adherence to posted speed limits, 5) Adherence to proper railroad crossing procedures, 6) Adherence to proper use of amber warning lights and flashing red stop lights, 7) Harsh braking incidents, 8) Unusual acceleration incidents.
- 40) The system's standard reports should provide daily, weekly, and monthly cumulative statistics and historical data.
- 41) The system should have the ability to link the driver/operator to a specific GPS incident (i.e. Excessive Idle).
- 42) The system should include a GPS program that is integrated with a verified RFID electronic vehicle inspection system. System should verify that drivers/operators are physically present at required inspection point locations in and on vehicle.
- 43) The system should include an Electronic Inspection System capable of verifying visual Pre-Trip, Post-Trip and PM inspections by requiring vehicle operators to scan a Radio Frequency Identification (RFID) tag with a handheld RFID scanner that must be held in close proximity (no more than 2 inches/5 cm) of the tag, requiring the vehicle



- operator to be in the area of the vehicle where components are located that must be inspected prior to use.
- 44) The system should provide alerts for missed inspections.
  - 45) The system's integrated inspection and GPS program should display all information in the same web application.
  - 46) In addition to inspection location, the GPS program should also provide reporting which details asset activity, activity auditing, location, mileage and/or hours, path reporting, idle monitoring, door event, on-off event, stop time reporting, and speed verification.
  - 47) Idle monitoring and reporting should be based on true idle (engine running) and not allow for the possibility of false idle reporting due to key in on position.
  - 48) All system events should be date/time stamped.
  - 49) All inspection and GPS data collected should be able to be downloaded via cellular communication and be available on a secure web-based application that can be accessed from any computer without the use of preloaded software.
  - 50) The system should be able to provide up to eleven Radio Frequency Identification (RFID) tags capable of being programmed to display the selected vehicle inspection criteria identified by administration.
  - 51) The system should allow for inspection RFID tags to be placed in and around the vehicle in up to eleven (11) locations, not including extended tags.
  - 52) The associated GPS program should identify the location where specified inspections were executed.
  - 53) This system should store the history of the inspections and GPS history of the vehicle activity for up to one full year, and have web-based reporting capability.
  - 54) The inspection device should be protected under warranty of at least one (1) year.
  - 55) The system should be able to track up to five (5) I/Os, and should transmit at minimum the type, latitude /longitude, and time of each I/O event.
  - 56) The system's web-based software should map points or path of I/O activation.
  - 57) The system should include a GPS-GSM system that can be integrated with an RFID web-based solution for student tracking.
  - 58) The RFID Reader should be equipped with a low-power sleep mode.
  - 59) The system should provide a time and date stamp for students boarding and leaving a vehicle.
  - 60) Upon implementation, the system should not impede normal bus loading and unloading processes.



- 61) The student tracking system should have an RFID card read range of 0-2 inches/0-5 cm.
- 62) The card reader should provide an audible beep and an indicator light to confirm card reading.
- 63) Each time the card is swiped, the time, date and location should be logged and transmitted to a secure database.
- 64) The student tracking system should include option for parent portal that shows the bus number, time, and location of card scans.
- 65) Information associated with student cards must be securely stored and accessible only via username and password.
- 66) Alerts for parents must be available via email, text message, or via mobile app.
- 67) The system should support Zonar-approved Android apps.
- 68) The proposal must provide ruggedized tablet or other driver interface device with IP54 rating for protection against water and dust, 1 meter drop survival and passing DTNA vibration test.
- 69) The device's operating temperature range should be at least -20° C to 60° C docked, and -10° C to 60° C undocked.
- 70) The device's storage temperature range should be -40° C to 85° C.

#### **1.5.13 Tablet or Driver User-Interface Device**

- 1) Device should have integrated flashlight for general use, and for inclement weather safety inspections.
- 2) Device should have integrated camera, and should be able to include photos with inspections.
- 3) Icons for other applications (messaging, etc.) should remain visible while navigation is up.
- 4) Messaging should allow embedded links for simple pickup/delivery navigation.
- 5) Integrated carrying strap should remain in place while device is docked.
- 6) Device kit should include hard wired docking and charging cradle.
- 7) Device should include, at a minimum, a web browser, on-device help, a calculator, a clock and photo capture.
- 8) Navigation program should include points of interest, and customizable points of interest.
- 9) Navigation program should include vehicle size, hazmat routing, and includes lane guidance.





- 10) Device hardware should include rechargeable Li-ion battery with 3 hours of undocked operation time.
- 11) Device should automatically go to dark screen while vehicle is in motion.
- 12) Device applications should include option for in-vehicle driver feedback, including hard braking, rapid acceleration and lane changing.

#### **1.5.14 Implementation Services for Routing Software**

- 1) The selected provider must provide the district with a dedicated Project Manager, and an assigned trainer. The district should be able to work with those two individuals for the vast majority of the implementation, and not have to call a different person every time there is a question.
- 2) The selected provider should offer implementation services with an individual experienced in creating routes that can enter routes from paper route sheets.
- 3) The selected provider should offer routing services with an individual experienced in creating routes who can build efficient routes using district policies and proficient routing techniques.
- 4) The selected provider will be responsible to enter district boundaries.
- 5) The selected provider will be responsible to enter district walk-to-stop distances.
- 6) The selected provider must produce maps with the indicated data for district review prior to training.
- 7) The selected provider must be able to create a customized student database, taking into account district needs, and import all students.
- 8) The selected provider must be able to conduct an initial address match of student information against the map file and correct errors not requiring district knowledge.
- 9) The selected provider will be required to correct student geocoding issues that do not require district knowledge.
- 10) The selected provider will be required to create bus stop zones for all bus stops.

#### **1.5.15 Training for Routing Software**

- 1) The selected provider will be responsible to train district staff on their own live and operational data.
- 2) The selected provider must supply a brief description of the training plan, onsite and offsite etc.
- 3) The selected provider must have a system in place for future additional onsite or online training, as might be needed.





### **1.5.16 Implementation Services for Routing Software**

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

### **1.5.17 Licensing**

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

### **1.5.18 Security**

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



- 7) The system should provide student records be automatically stamped with the user name and time of change.
- 8) The system should provide route records be automatically stamped with the user name and time of change.
- 9) The system should allow the district to assign any combination of read/write/delete access by group policy to components of the system to administer appropriate security for a variety of roles including, but not limited to, transportation, district departments, and parents.
- 10) The system should allow the user to mark certain student records as “confidential,” and to print such instructions on driver sheets.
- 11) The system’s browser-based applications should provide for the use of Secure Sockets Layer (SSL) encryption, or better.

#### **1.5.19 General Maintenance**

- 1) The system must use Microsoft SQL Server or an equally reliable software (such as Oracle) as the system database.
- 2) The system’s database should allow the Charter School District to connect to the database with third party software, if desired.
- 3) The system should provide the student data be stored in a single database. Spreading the district’s enrollment over multiple databases or database instances does not meet the student enrollment criteria for this qualification. The district desires to manage all students in a single database instance.
- 4) The system should provide that no other database server or database software is required for the normal functioning of the system.
- 5) The system should be self-maintaining. No periodic maintenance functions should be required to update maps, routes or student information when any of those elements are changed.
- 6) The system should not require users to exit the system to process any changes to students, routes, maps or boundaries. Please indicate any/all functions that require that only a single user be logged in while that function is running.
- 7) The system should be scalable to accommodate both current and future populations without requiring a different version, program, or expense for adding additional students and/or routes.
- 8) Although the City recognizes the value of vendor support, it desires to be capable of all important functions of the software without vendor intervention. If there are any processes that require vendor assistance, please indicate those functions.
- 9) The system’s audit trail should track the user name, machine, date and item changed.



- 10) The system should automatically archive relevant transportation information nightly.
- 11) The system should provide timely, no-charge, unlimited, telephone support (renewable annually).
- 12) Please provide an indication of the response times that we can expect.
- 13) The system should provide secure, no-charge, Internet connections for remote viewing or control of the district's computers.
- 14) The proposal should provide extended support hours during the weeks before and after school startup.

#### **1.5.20 Reports**

- 1) The system should enable the Charter School System administration and the Transportation Service provider to easily create ad-hoc reports as necessary.
- 2) The system should provide a report of student bus riding time that exceeds the maximum ride time established by District policies.
- 3) The system should have the ability to track changes and provide a report that affects a student's transportation based on the following: Route changes that affect bus stops, stop times, and student changes that require bus service to a stop.
- 4) The system should have the ability to provide a report of students that have been deleted from the system with the bus service stops affected.
- 5) The system should have the ability to provide a report of students that have changed request for bus service with the service stops affected.
- 6) The system should have the ability to generate change notifications to parents.
- 7) The system should have the ability to generate reports based on schools services by bus routes.
- 8) The system should have the ability to provide reports that can be electronically exchanged on a variety of platforms.
- 9) The system should have the ability to provide reports that can be printed on a variety of paper sizes based on selected scale preference, and include the appropriate level of annotation and street detail.
- 10) The system should have the ability to provide reports that allow the use of colors and symbols to be modified at user discretion.
- 11) The system should have the ability to generate route sheets that contain all segments within a driver's daily route assignment.
- 12) The system should provide the option of printing route sheets with student information at each stop that include other fields from student records at user discretion.



- 13) The system should provide the option of printing reports based on student's school of attendance and provide the option to select other field definition from within the student record at user discretion.
- 14) The system should be capable of producing a report of available stop locations to provide to schools and other interested parties with stops and with or without student assigned information.
- 15) The system should have the ability to determine and print a report of total miles traveled by all buses on a given day.
- 16) The system should allow users the ability to create and print reports and permit the user to change any layout on these reports.
- 17) The system should have the ability to identify or flag maintenance on system or routing service and provide a report based on the following: Unmatched Student addresses, Non routed students, student at stop no bus, students with no stop and no bus, student with special service requirements, Identify new students, Identify student address changes, Identify students who have been removed from buses, Identify students who have been deleted from the system, Non routed students, Routes over certain length of time.

#### **1.5.21 Workstation and Browser Requirements**

- 1) The proposed system should support Windows 7, 64-bit, Service Pack 1 or higher (Windows 10) for all components.
- 2) The proposed system should support Google Chrome, Version 71.x (64-bit) or higher.
- 3) The proposed system should support Microsoft Edge.
- 4) The proposed system should support Firefox Version 62.x or higher (64-bit).
- 5) The proposed system should support Internet Explorer 11.x.
- 6) The proposed system should support DNS (IP) printing (if client application).

#### **1.5.22 System Technical Specifications**

- 1) If the proposed system requires an onsite server(s), then the network operating system should be Windows Server 2012 R2 (Standard) or higher with the latest updates.
- 2) The proposal should list the services and the function of each (examples: database, reports, web application, etc.) recommended for implementing a Charter School district of 2,496 students.
- 3) The proposal should provide a minimum and recommended server hardware specifications for each server required.



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

#### **1.5.23 Database**

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

#### **1.5.24 Web**

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

#### **1.5.25 Workstations**

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



- 3) The proposal should indicate what the average time is, after a major operating system or browser release is certified and supported. Describe your testing and release process.
- 4) The proposal should indicate if there are any specific server/client requirements at the workstation level. If so, list those requirements.

#### **1.5.26 Browsers**

- 1) The proposal should indicate if the system is Firefox, Version 62.x (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.
- 2) The proposal should indicate if the system is Internet Explorer 11 (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.
- 3) The proposal should indicate if the system is Google Chrome, Version 71.x (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.
- 4) The proposal should indicate if the system requires a java plug-in. If so, what version is required for Windows 7, Service Pack 1 or higher (Windows 10).
- 5) The proposal should indicate if the system requires any additional plug-ins or third party applications needed (Adobe Flash Player, etc.). If so, list application, plug-in and version, by platform (Windows 7, Service Pack 1 or higher (Windows 10)).
- 6) The proposal should indicate if the system requires any specific configuration changes required at the workstation level. If so, list those changes.

#### **1.5.27 Printing**

- 1) The proposal should indicate if the system supports DNS printing.
- 2) The proposal should indicate if the system's implementation require a print server hardware or software. If so, list the required items.
- 3) The proposal should indicate if the system supports Adobe 11.X or higher for Windows.
- 4) The proposal should provide the minimum and recommended printer hardware specifications.
- 5) The proposal should indicate if the system requires any applications for printing.

#### **1.5.28 Application Development**

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



- 2) The proposal should indicate if the application was initially designed and developed as a web-based solution.
- 3) The proposal should indicate if any of the application's components have been converted from a client-server or other legacy platform to support a web-based interface. If so, please identify these components.
- 4) The proposal should indicate if the application is supported on mobile devices. If yes, which mobile OS.
- 5) A critical component of this system is the ability for parents to interface with the student tracking system using a mobile application. Describe your application's parental user interface in detail, and provide screenshots.

#### **1.5.29 Security, Authentication and User Account Structure**

- 1) The proposal should indicate if the SSL certificate resides on the web server. If not, indicate where it resides.
- 2) The proposal should indicate if the system includes tools for traffic analysis and reporting that indicate current users and usage frequency by modules used.
- 3) The proposal should indicate if the system provides rollback capability for transactions that fail to complete successfully.
- 4) The proposal should indicate if the system provides allows the roll back to the pre-transaction state, without interfering with or impact the performance of other system users.
- 5) The proposal should indicate if the application is LDAP compatible and able to authenticate users through the district active directory domain.
- 6) The proposal should indicate if the application provides varied access levels based on district-defined criteria, e.g. teachers would have a different access level than principals or assistant principals, admin (central staff) etc.

#### **1.5.30 Looking to the Future**

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



## **1.6 PROPOSAL REQUIREMENTS**

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

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

### **Title Page:**

List the following:

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

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

### **Tab 1 - Table of Contents:**

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

### **Tab 2 - Letter of Interest:**

Limit to two (2) pages.

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





**Tab 3 - Experience and Ability (25 points):**

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

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

**Tab 4 - Relevant Past Projects (25 points):**

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

1. Attachment M: References Form



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

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

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

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

**Tab 6 – Project Cost (15 points):**

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



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

**Tab 7 – Revenue Sharing Option (5 points)**

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

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

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

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

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

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



- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: Veteran Owned Small Business Preference Certification
  - a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
  - b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Vendor Drug-Free Workplace Certification Form
8. Attachment I: Vendor Certification Regarding Scrutinized Companies List
9. Attachment J: Proposer's Completed Qualification Statement

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

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

Note – If claiming Local Vendor Preference, the business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

**Tab 10 - Additional Information:**

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

**1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:



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

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

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

*All other vendors shall receive zero (0) points.*

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

#### **1.7.1 SCORING FOR COST AND REVENUE SHARING OPTION CRITERIA**

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

##### **For Project Cost:**

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



**Example:**

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

Maximum Points Available for the “Project Cost” criteria: 15

Calculation:

Firm “A”: Lowest price and receives 15 points  
Firm “B”:  $\$10,000 \div \$15,000 \times 15 \text{ points} = 10 \text{ points}$   
Firm “C”:  $\$10,000 \div \$20,000 \times 15 \text{ points} = 7.5 \text{ points}$

**For Revenue Sharing Option:**

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

**Example:**

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

Maximum Points Available for the “Revenue Sharing Option” criteria: 5

Calculation:

Firm “A”: Highest percentage and receives 5 points  
Firm “B”:  $30\% \div 50\% \times 5 \text{ points} = 3 \text{ points}$   
Firm “C”:  $10\% \div 50\% \times 5 \text{ points} = 1 \text{ point}$

## **1.8 TERM AND RENEWAL**

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

## **1.9 TENTATIVE SCHEDULE OF EVENTS**

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



Evaluation of Proposals by Staff or Evaluation Committee	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>
Issuance of Notice to Proceed	<b>TBD</b>
Project Commencement	<b>TBD</b>

#### **1.10 SUBMISSION REQUIREMENTS**

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

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

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

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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





## **SECTION 2 - INSURANCE REQUIREMENTS**

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

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**CERTIFICATES OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

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

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

### **2.1 REQUIRED INSURANCE**

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





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

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

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

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

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

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

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

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

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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



If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk



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

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

## **2.2 REQUIRED ENDORSEMENTS**

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

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or

has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

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

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

### **3.6 WARRANTIES FOR USAGE**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is



given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

### 3.7 BRAND NAMES

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

### 3.8 QUALITY

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

### 3.9 SAMPLES

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

### 3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation

of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### 3.11 PRICING

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

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

### 3.12 DELIVERY POINT

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

### 3.13 TAX EXEMPT STATUS

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

### 3.14 CONTRACT TIME

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

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

### 3.15 COPYRIGHT OR PATENT RIGHTS





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

### **3.16 PUBLIC ENTITY CRIMES**

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

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

### **3.17 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of

any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

### **3.18 FACILITIES**

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

### **3.19 ENVIRONMENTAL REGULATIONS**

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

### **3.20 SIGNATURE REQUIRED**

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

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

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City



Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### 3.21 MANUFACTURER'S CERTIFICATION

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

### 3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

### 3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

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

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision

is announced or until 30 days from the opening, whichever is earlier.

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

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

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

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

### 3.24 RESERVATIONS FOR REJECTION AND AWARD

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



### 3.25 BID PROTEST

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

### 3.26 INDEMNIFICATION

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

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

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

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

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any

invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### 3.27 DEFAULT PROVISION

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

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

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful





Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

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

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

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

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

**CONTACT INFORMATION FORM**

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

**A) Contact Information**

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

**COMPANY INFORMATION:**

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: TITLE:

E-MAIL:

-  
TELEPHONE: FAX:

**AUTHORIZED APPROVER:**

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

**B) Proposal Checklist**

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

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

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

### **C) Sample Proposal Form**

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

#### **One-Time Installation – Costs billed directly to the City**

Hardware & Equipment – Price per unit

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

Software Package

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

Alternative: Revenue Sharing Option, Subscription-Based Model

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

Price Per Bus per Month (inclusive of hardware, software & installation)	Quantity of Buses	System Cost
Price to be Submitted Via BidSync	50	Price to be Submitted Via BidSync
Fee Per Student (Charged to parents for access to Student Tracking Portal)	Percentage to Firm	Percentage to City
Price to be Submitted Via BidSync	To be Submitted Via BidSync	To be Submitted Via BidSync



**(OFFICE USE ONLY)** Vendor number:

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

## Vendor Information Form

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

**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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.   <input type="checkbox"/> Other (see instructions) ► _____         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
			-				-			
<b>or</b>										
<b>Employer identification number</b>										
			-							

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ► _____	Date ► _____
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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



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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

**What Name and Number To Give the Requester**

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

,  
(Owner, Partner, Officer, Representative or Agent)

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

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

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



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

1. This sworn statement is submitted \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
2. My name is \_\_\_\_\_ and my \_\_\_\_\_  
(Please print name of individual signing)  
  
relationship to the entity named above is \_\_\_\_\_.
  
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature

Company

Date





## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:





## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.
5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

- 6. Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
- 7. Traditional marriage** means a marriage between one man and one woman.

## **SECTION 2 CERTIFICATION OF CONTRACTOR**

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

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

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

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



## **VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

### **SECTION 1 GENERAL TERM**

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

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **SECTION 2 AFFIRMATION**

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

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

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

Authorized Signature

Authorized Signer Name

Company Name



City of Pembroke Pines

Attachment I

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

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_:  
Company Name

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

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

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

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

Company Name Print Name/Signature Title



*City of Pembroke Pines*

**Attachment J**

**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a:      Sole Proprietorship                      Partnership                      Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written



approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED

**YOUR COMPANY NAME HERE**

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**Companies providing coverage****COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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								
	<b>GENERAL LIABILITY</b> <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;"> <b>Must Include General Liability</b> </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <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;"> <b>SAMPLE CERTIFICATE</b> </div>								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
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E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
	<b>OTHER</b>												

**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**  
**601 City Center Way**  
**Pembroke Pines FL 33025**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN  
LEFT.

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



**CONTRACTUAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_,  
«Contract\_Signature\_Year», by and between:

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

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», authorized to do business in the State of Florida, with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**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 «Solicitation\_Advertisement\_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service\_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»  
“«Solicitation\_Title»”

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission\_Award\_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



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

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service\_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service\_Description**», as more specifically described in **Exhibit A**.

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

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

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **«Initial\_Contract\_Length»** period commencing on **«Commencement\_Date»** and ending on **«Termination\_Date»**.

3.2 This Agreement may be renewed for **«Contract\_Renewal\_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination\_for\_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation\_Type»** **«Compensation\_Amount\_Written»** (**«Compensation\_Amount\_Numerical»**), which includes an owner’s contingency fee of **«Contingency\_Fee\_Written»** (**«Contingency\_Fee\_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.



4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

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

## **ARTICLE 5**

### **CHANGES IN SCOPE OF WORK**

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

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,





demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

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

## **ARTICLE 8** **INSURANCE**

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

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 8.6 REQUIRED INSURANCE

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

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

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

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

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

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

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

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

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

## 8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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



8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 9**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

## **ARTICLE 10**

### **INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the



CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **ARTICLE 11**

#### **UNCONTROLLABLE FORCES**

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

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

#### **ARTICLE 12**

#### **AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **ARTICLE 13**

#### **VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

#### **ARTICLE 14**

#### **SIGNATORY AUTHORITY**

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



## **ARTICLE 15**

### **MERGER; AMENDMENT**

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

## **ARTICLE 16**

### **DEFAULT OF CONTRACT & REMEDIES**

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

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

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

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.





16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

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

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

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had 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**

### **PUBLIC RECORDS**



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

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

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**



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

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

CITY                      Charles F. Dodge, City Manager



City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

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

Contractor    «Vendor\_Contact\_Title»  
                  «Vendor\_Name»  
                  «Vendor\_Address\_Line\_1»  
                  «Vendor\_Address\_Line\_2»  
E-mail:           «Vendor\_Email»  
Telephone No:   «Vendor\_Phone\_Number»  
Cell phone No:   «Vendor\_Cell\_Number»  
Facsimile No:   «Vendor\_Fax\_Number»

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

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

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

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

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



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

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

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

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

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

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

20.19.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or



20.19.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

20.19.2.2 Is engaged in business operations in Syria.

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HAS BEEN INTENTIONALLY LEFT BLANK**



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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**«Vendor\_Name\_Upper\_Case»**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **«Vendor\_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor\_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, **«Contract\_Signature\_Year»**.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)





*City of Pembroke Pines*

Attachment M

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:

Title:

E-Mail Address:

Telephone:

Fax:

#### **Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:

Completion (Anticipated) Date:

Size of project:

Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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City/State/Zip:

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The results/deliverables of the project:



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City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

**Project Information:**

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

**Bid #ED-18-02 - Charter School Bus And Student Tracker**   

**Time Left** Bid has ended.

**Bid Started** Feb 13, 2019 10:35:55 AM EST

**Bid Ended** **This bid closed on Apr 9, 2019 2:00:00 PM EDT**

**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))

**Notifications**

**# of suppliers that viewed** 102  ([View](#))

**Q & A**

[Report \(Bidder Activity\)](#)

[Questions & Answers](#)

Questions: 3

Q&A Deadline: Mar 12, 2019 8:30:00 PM EDT

**Bid Classifications** [Classification Codes](#)

**Bid Regions** [Regions](#)

**Bid Contact** [see contact information](#)

**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid

**View Rules** Click here to [change](#) the rules for this bid.

**Bid Packet**  [Packet for Bid ED-18-02](#) ([download](#))

**Best and Final Offer:** [Create](#)

#### Approval

**View Approval Flow** [View Approval Flow](#)

**Approval Status** **Approved**

#### Bid Comments

**Contract Duration** One Time Purchase

**Contract Renewal** Not Applicable

**Prices Good for** 90 days

**Budgeted Amount** \$0.00 ([change](#))

**Standard Disclaimer** Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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















However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

**Bid Comments** The City of Pembroke Pines is seeking proposals from qualified firms to offer the city's Charter Schools a transportation and student rider management system with routing and tracking software.

**Added on Mar 13, 2019:**

The city has extended the due date for proposals to **Tuesday, April 9th, 2019 at 2:00pm EDT.**



- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> 1.  <a href="#">ED-18-02 Charter School Bus Tracker.pdf</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 3.  <a href="#">Attachment B - Vendor Information Form and a W-9 Rev 2018-10.pdf</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 5.  <a href="#">Attachment D - Sworn Statement on Public Entity Crimes</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 7.  <a href="#">Attachment F - Veteran Owned Small Business (VOSB) Preference Certification</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 9.  <a href="#">Attachment H - Vendor Drug-Free Workplace Certification Form</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 11.  <a href="#">Attachment J - Proposers Qualifications Statement</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 13.  <a href="#">Attachment L - Specimen Contract - Contractual Services Agreement 2018-10-25.pdf</a> <a href="#">[download]</a></li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> 2.  <a href="#">Attachment A - Contact Information Form.docx</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 4.  <a href="#">Attachment C - Non-Collusive Affidavit</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 6.  <a href="#">Attachment E - Local Vendor Preference Certification</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 8.  <a href="#">Attachment G - Equal Benefits Certification Form</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 10.  <a href="#">Attachment I - Scrutinized Company Certification</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 12.  <a href="#">Attachment K - Sample Insurance Certificate.pdf</a> <a href="#">[download]</a></li> <li><input type="checkbox"/> 14.  <a href="#">Attachment M - References Form</a> <a href="#">[download]</a></li> </ul> |
|--|---|

 = Included in Bid Packet     = Excluded from Bid Packet

## Items

- |   |                               |
|---|-------------------------------|
| <input checked="" type="checkbox"/> Hardware & Equipment  | <a href="#">[Description]</a> |
| <input checked="" type="checkbox"/> Software Package  | <a href="#">[Description]</a> |
| <input checked="" type="checkbox"/> Alternative: Revenue Sharing Option, Subscription-Based Model | <a href="#">[Description]</a> |

Change Made On Mar 13, 2019 3:29:14 PM EDT

**Description/Bid Comments** (Information was added)**Previous End Date** Mar 26, 2019 2:00:00 PM EDT**New End Date** Apr 9, 2019 2:00:00 PM EDT

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There are no advertisements on this solicitation.

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## Question and Answers for Bid #ED-18-02 - Charter School Bus and Student Tracker

Create New Question

Question Deadline: Mar 12, 2019 8:30:00 PM EDT

### Overall Bid Questions

#### Question 1

Pembroke Pines may not be aware, but in addition to your procurement, there are several other significant RFPs which were released about the same as Pembroke Pines' and which are due about the same time. Tyler would respectfully request a 2 week extension to the due date so that all vendors in the industry can appropriately address all current opportunities in the marketplace. (Submitted: Mar 12, 2019 10:45:14 AM EDT)

[edit](#) 

#### Answer

- The city will extend the deadline to 2:00pm EST on April 9th, 2019. (Answered: Mar 13, 2019 3:24:41 PM EDT)

Add to Answer:

#### Question 2

What type of routing software, if any, is being used by the provider of transportation services?

What kind of summer programming is expected for the provider of a bus and student tracking system?

Does the district want the application to reside on their own local servers or are they open to a managed service cloud-based solution? (Submitted: Mar 12, 2019 4:35:35 PM EDT)

#### Answer

- Currently, no routing software is being used by the transportation provider; routes are created manually.

[edit](#) 

The bus/student tracking system will only be used in the summer by the transportation provider for GPS location tracking of the school buses themselves. The software system provider will only be required to support the GPS functionality- location, speed, etc. as described in the RFP document. No student tracking or parent interface will be required, as most of the transportation being done in the summer is for camps facilitated by private organizations, not the city's Charter School district.

The City's IT department is open to both options (local servers or cloud-based) for hosting the application. (Answered: Mar 13, 2019 9:59:44 AM EDT)

Add to Answer:

#### Question 3

Is the City looking to select their own routing software operated by the City's Charter school staff and to allow access to their outside bus contractors or are they looking for an outside firm to run their routing operation including the routing and GPS software? (Submitted: Mar 26, 2019 2:30:21 PM EDT)

[edit](#) 

#### Answer

- The City is looking to purchase a software, and will allow access to our outside transportation service provider. (Answered: Mar 26, 2019 2:39:02 PM EDT)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

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