



## CONTINUING PURCHASE AGREEMENT

**THIS IS AN AGREEMENT ("Agreement")**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019 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

**AIP US, LLC**, a limited liability company listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **27 Bleeker Street, Suite #236, Millburn, NJ 07041** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

### **RECITALS:**

**WHEREAS**, the CITY advertised its **Invitation for Bid # TS-19-01** entitled **Network Access Point and Mounts** (hereinafter "**IFB # TS-19-01**") which set forth the CITY's desire to hire a firm to provide **indoor and outdoor wireless access points along with mounts (indoor only)**; and,

**WHEREAS**, on **June 4, 2019**, the bids were opened at the offices of the City Clerk; and,

**WHEREAS**, on \_\_\_\_\_ 2019, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below,

**WHEREAS**, CITY desires to engage CONTRACTOR to perform the services required herein for the CITY.

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1** **PURCHASE OF GOODS**

1.1 CITY agrees to purchase and CONTRACTOR agrees to provide **indoor and outdoor wireless access points along with mounts (indoor only)** (the "Commodities") subject of this Agreement.



1.2 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and by this reference made a part hereof, and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "B"** attached hereto and by this reference made a part hereof.

1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibits "A" or "B"**.

1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.

1.5 CITY agrees it shall submit to CONTRACTOR a purchase order for the Commodities on an as needed basis. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.

1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities listed in **Exhibit "A"** to the CITY on an as-needed basis.

1.7 CONTRACTOR agrees that the CITY shall be able to purchase the Commodities at the same price identified in **Exhibits "A" or "B"** for the term of this agreement. CONTRACTOR shall not increase, but may decrease the price, listed for the term of this Agreement.

## **ARTICLE 2**

### **TERM AND TERMINATION**

2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibits "A" and "B"** attached hereto and made part hereof, on an as-needed basis, for an initial **two (2) year period** commencing on **September 18, 2019** and ending on **September 17, 2021**.

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

2.3 This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the CITY to the CONTRACTOR 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.

2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss



pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7) days** after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within **seven (7) days** after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

### **ARTICLE 3** **COMPENSATION AND METHOD OF PAYMENT**

- 3.1 CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order and in accordance with the unit pricing listed in the attached **Exhibit "B"**. Any invoices shall include, but not be limited to, date of service, description of the commodities, and any other information reasonably required by CITY.
- 3.2 Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided.
- 3.3 CITY, upon approval of the invoice, will make its best efforts to pay CONSULTANT within thirty



(30) days of receipt of proper invoice the total shown to be due on such invoice.

3.4 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

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

3.6 Payment will be made to CONTRACTOR at:

**AIP US, LLC  
Attn: Min Wang  
27 Bleeker Street, Suite #235  
Millburn, NJ 07041**

3.7 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than **three percent (3%)** for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

3.8 The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

#### **ARTICLE 4**

#### **WARRANTY OF COMMODITIES**

4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be for a period of **ninety (90) days** or the time designated in the standard factory warranty, whichever is longer.

The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including



all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.

4.2 CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of **three hundred sixty-five (365) days** or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

## **ARTICLE 5**

### **INDEMNIFICATION**

5.1 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 consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.

5.2 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 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 Agreement, including the use of the Commodities by the City.

5.3 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.

5.4 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.

5.5 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 6** **INSURANCE**

6.1 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.

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

6.3 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.

6.4 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.

6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



## 6.6 REQUIRED INSURANCE

6.6.1 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. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. 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. CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.**

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

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

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

## 6.7 REQUIRED ENDORSEMENTS

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 6.7.2 Waiver of all Rights of Subrogation against the CITY
- 6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY
- 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory



- 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY
- 6.7.6 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.

6.8 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.

6.9 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.

6.10 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 Agreement.

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

## **ARTICLE 7**

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

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





**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

8.1 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 9**  
**GOVERNING LAW AND VENUE**

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

**ARTICLE 10**  
**SIGNATORY AUTHORITY**

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

**ARTICLE 11**  
**MERGER; AMENDMENT**

11.1 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 12**

### **BANKRUPTCY**

12.1 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 13**

### **DISPUTE RESOLUTION**

13.1 **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.

### **13.2 Operations During Dispute.**

13.2.1 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.

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

## **ARTICLE 14**

### **PUBLIC RECORDS**

14.1 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:

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

14.1.2 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;



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

14.1.4 Upon completion of the Agreement, 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.

14.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 15  
MISCELLANEOUS**

15.1 **Ownership of Documents.** Reports, surveys, plans, 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. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

15.2 **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. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

CITY                      Charles E. 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           **Joseph Kohut**  
**AIP US, LLC**  
**80 SW 8<sup>th</sup> Street, Suite #2000**



**Miami, FL 33130**

**E-mail: jkohut@aip-us.com**

**Telephone No: 954-648-1059**

**Facsimile No: 973-577-4547**

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

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

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

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

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

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

15.12 **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.

15.13 **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:

15.13.1 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

15.13.2 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:

15.13.2.1 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

15.13.2.2 Is engaged in business operations in Syria.

15.14 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of §768.28, Florida Statutes, as may be amended from time to time.

15.17 **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.

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

15.19 **Uncontrollable Forces.** 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.

15.19.1 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, been 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.

15.20 **Agreement Subject to Funding.** 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.



15.21 **Domestic Partnerships.**

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

- ✓ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:
  - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
  - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
  - ☐ CONTRACTOR is a governmental agency.

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

15.21.3 CONTRACTOR shall provide the CITY Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of



this AGREEMENT or when the CITY Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the CITY Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

15.21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

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

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

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

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**





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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

AIP US, LLC

By: AIP US, LLC  
Name: Joseph Kohut  
Title: Business Development Manager

STATE OF Florida  
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Joseph Kohut as Manager of AIP US, LLC, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of AIP US, LLC 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 11 day of September 2019.

NOTARY PUBLIC  
HAROLD JOHNSON  
(Name of Notary Typed, Printed or Stamped)

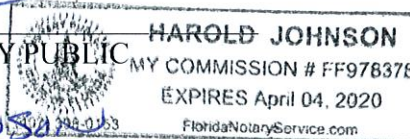




Exhibit "A"

## Network Access Points and Mounts

### Invitation for Bids # TS-19-01

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Evaluation of Proposals	Staff	See Section 1.7
Question Due Date	May 27, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on June 4, 2019	See Section 1.8

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



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Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Continuing Purchase Agreement**



## **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:

#### **IFB # TS-19-01**

#### **“Network Access Points and Mounts”**

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 request 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, June 4, 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 provide indoor and outdoor wireless access points along with mounts (indoor only), in accordance with the terms, conditions, and specifications contained in this solicitation.

### **1.3 SPECIFICATIONS**

The City is seeking prices for the following:

<b>Material/Part Number</b>	<b>Description</b>	<b>Qty</b>
-----------------------------	--------------------	------------



AIR-AP1562I-B-K9	Cisco Aironet 1562I - wireless access point	4
CON-SNT-AIRAPBPI	Cisco SMARTnet extended service agreement	4
AIR-AP3802I-B-K9	Cisco Aironet 3802I - wireless access point	140
CON-SNT-AIRPIBK9	Cisco SMARTnet extended service agreement	140
LIC-CT8540-1A	Cisco Adder License - License (electronic delivery) - 1 access point - for Cisco 8540 Wireless Controller	144
CON-ECMU-LICCT85C	Cisco SMARTnet Software Support Service - technical support - for LIC-CT8540-1A - 1 year	144
1044-CCOAP3800	Oberon Recessed Suspended Ceiling Installation Kit for Wi-Fi Access Points (Cisco 2800 & 3800 series)	140

Alternate bids will not be accepted.

#### **1.4 PROJECT TIMELINE**

Products shall be delivered within 45 calendar of the City's issuance of a Purchase Order.

This contract shall be for an initial two year per with two additional two-year renewal terms.

#### **1.5 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.

##### **1.5.1 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.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. 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.



- d. 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.
- e. 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.
- f. 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.

**1.5.2 Attachment B: Non-Collusive Affidavit**

**1.5.3 Attachment C: Proposer's Qualifications Statement**

**1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS**

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

**1.6.1 Vendor Information Form**

**1.6.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

**1.6.3 Sworn Statement on Public Entity Crimes Form**



#### **1.6.4 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.

#### **1.6.5 Local Business Tax Receipts**

#### **1.6.6 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.

#### **1.6.7 Equal Benefits Certification Form**

#### **1.6.8 Vendor Drug-Free Workplace Certification Form**

#### **1.6.9 Scrutinized Company Certification**

### **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 solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

### **1.8 TENTATIVE SCHEDULE OF EVENTS**

Event	Time &/or Date
-------	----------------





Issuance of Solicitation (Posting Date)	May 21, 2019
Question Due Date	May 27, 2019
Anticipated Date of Issuance for the Addenda with Questions and Answers	May 29, 2019
Proposals will be accepted until	2:00 p.m. on June 4, 2019
Proposals will be opened at	2:30 p.m. on June 4, 2019
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

## **1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before 2:00 p.m. on June 4, 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 outlined 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.

## 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. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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

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

Therefore, 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 seller's expense.

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

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

### **3.30 SCRUTINIZED COMPANIES LIST**

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 an agency or local governmental entity for goods or services if:

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



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

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

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, 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 in Syria.



### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "TS-19-01" titled "Network Access Points and Mounts" 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 1.5 "Proposal Requirements" of the bid package?

1. Attachment A - Contact Information Form	Yes <input type="checkbox"/>
2. Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
3. Attachment C - Proposer's Completed Qualification Statement	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

### **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.*

#### **Base Option:**

<b>Material/Part Number</b>	<b>Item Description</b>	<b>QTY</b>	<b>Total Cost</b>
<b>AIR-AP1562I-B-K9</b>	Cisco Aironet 1562I - wireless access point	4	Price to be Submitted Via BidSync
<b>CON-SNT-AIRAPBPI</b>	Cisco SMARTnet extended service agreement	4	Price to be Submitted Via BidSync
<b>AIR-AP3802I-B-K9</b>	Cisco Aironet 3802I - wireless access point	140	Price to be Submitted Via BidSync
<b>CON-SNT-AIRPIBK9</b>	Cisco SMARTnet extended service agreement	140	Price to be Submitted Via BidSync
<b>LIC-CT8540-1A</b>	Cisco Adder License - License (electronic delivery) - 1 access point - for Cisco 8540 Wireless Controller	144	Price to be Submitted Via BidSync
<b>CON-ECMU-LICCT85C</b>	Cisco SMARTnet Software Support Service - technical support - for LIC-CT8540-1A - 1year	144	Price to be Submitted Via BidSync
<b>1044-CCOAP3800</b>	Oberon Recessed Suspended Ceiling Installation Kit for Wi-Fi Access Points (Cisco 2800 & 3800 series)	140	Price to be Submitted Via BidSync

City of Pembroke Pines

Attachment B

**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

**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:

PROPOSER'S License Number:

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

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:

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.

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/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input 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>				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

Certificate must contain wording similar to what appears below

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

City Must Be Named as Certificate Holder

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

MAIL 30 DAYS WRITTEN  
 LEFT.

AUTHORIZED REPRESENTATIVE



**CONTINUING PURCHASE AGREEMENT**

**THIS AGREEMENT FOR PURCHASE OF** \_\_\_\_\_  
("Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

\_\_\_\_\_, a \_\_\_\_\_, with a business address of \_\_\_\_\_  
(hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY advertised its invitation to bid No. \_\_\_\_\_ entitled \_\_\_\_\_  
(hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide \_\_\_\_\_:

**WHEREAS**, on \_\_\_\_\_, the responses to the ITB were opened at the offices of the City Clerk; and,

**WHEREAS**, on \_\_\_\_\_ the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFE; and,

**WHEREAS**, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of \_\_\_\_\_ to the CITY by CONTRACTOR; and,

**WHEREAS**, CONTRACTOR shall act as the primary provider of \_\_\_\_\_ to the CITY for the term of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



## ARTICLE 1 PURCHASE OF GOODS

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide \_\_\_\_\_ (the "Commodities") subject of this Agreement.
- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

## ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial \_\_\_\_\_ ( ) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for \_\_\_\_\_ ( ) additional \_\_\_\_\_ ( ) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.



- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon \_\_\_\_\_ (\_\_\_\_) **business days** of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than \_\_\_\_\_ (\_\_\_\_) **days** after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within \_\_\_\_\_ (\_\_\_\_) **days** after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** per \_\_\_\_\_. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall



receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within \_\_\_\_\_ (\_\_\_\_) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than \_\_\_\_\_ percent (\_\_\_\_ %) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

#### **ARTICLE 4 WARRANTY OF COMMODITIES**

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be for a period of \_\_\_\_\_ (\_\_\_\_) days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.



- 4.2 CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of \_\_\_\_\_ ( ) days or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

## **ARTICLE 5 INDEMNIFICATION**

- 5.1 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 consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 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 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 Agreement, including the use of the Commodities by the City.
- 5.3 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.
- 5.4 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.
- 5.5 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 6**





## INSURANCE

- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service 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.
- 6.4 REQUIRED INSURANCE

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

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



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

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

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

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

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

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

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

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

## ARTICLE 7 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT



- 7.1 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 8 INDEPENDENT CONTRACTOR**

- 8.1 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 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 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 9 SIGNATORY AUTHORITY**

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



**ARTICLE 10  
MERGER; AMENDMENT**

- 10.1 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 11  
DEFAULT OF CONTRACT & REMEDIES**

- 11.1 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 failure to perform in accordance with the requirements of this Agreement.

**ARTICLE 12  
BANKRUPTCY**

- 12.1 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 13  
DISPUTE RESOLUTION**

- 13.1 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 by the CITY from the National Panel of The American Arbitration Association.

13.2 Operations During Dispute.

13.2.1 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 provide the Commodities in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty,



express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

#### **ARTICLE 14 PUBLIC RECORDS**

14.1 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:

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

14.1.2 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;

14.1.3 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

14.1.4 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.

14.2 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 11**.

**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  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050**



meraham@ppines.com

## ARTICLE 15 MISCELLANEOUS

- 15.1 **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.
- 15.2 **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.
- 15.3 **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 the provision of Commodities or purchases hereunder for which CONTRACTOR. 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 \_\_\_\_ ( ) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. 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.
- 15.4 **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.

- 15.5 **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.

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

CITY                      Charles F. Dodge, City Manager  
City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025  
Telephone No.            (954) 431-4884  
Facsimile No.            (954) 437-1149

Copy To:                Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.            (954) 771-4900  
Facsimile No.            (954) 771-4923

CONTRACTOR:        [CONTACT, TITLE]  
                              [VENDOR NAME]  
                              [VENDOR ADDRESS]  
                              [VENDOR CITY, STATE, & ZIP CODE]  
                              Telephone No: \_\_\_\_\_  
                              Facsimile No: \_\_\_\_\_  
                              E-Mail: \_\_\_\_\_

- 15.7 **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.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **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.



- 15.10 **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.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein 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.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **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.
- 15.15 **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:
- 15.15.1 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
- 15.15.2 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:
- 15.15.2.1 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
- 15.15.2.2 Is engaged in business operations in Syria.

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





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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK By: MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

[NAME OF CONTRACTOR]

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 [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of , 20.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

## Vendor view of bid

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

### Bid #TS-19-01 - Network Access Points And Mounts

**Time Left** Bid has ended.

**Bid Started** May 21, 2019 6:06:32 PM EDT

**Bid Ended** This bid closed on Jun 4, 2019 2:00:00 PM EDT

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

**Notifications**

**# of suppliers that viewed** 125 [\(View\)](#)

**Q & A**

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

[Questions & Answers](#)

Questions: 2

Q&A Deadline: May 27, 2019 8:00:00 PM EDT

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

**Required Vendor Qualifications** PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR

**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.

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

### Approval

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

**Approval Status** Approved

### Bid Comments

**Contract Duration** 2 years

**Contract Renewal** See Specifications

**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, hereinafter referred to as the Contractor, to provide indoor and outdoor wireless access points along with mounts (indoor only), in accordance with the terms, conditions, and specifications contained in this solicitation.


### Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

- ☐ 1.  [TS- 19-01 Network Access Points and Mounts.pdf](#) [\[download\]](#)
- ☐ 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)

- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- ☐ 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- ☐ 6.  [Attachment E - Specimen Contract - Continuing Purchase Agreement 2018-10-25.pdf](#) [\[download\]](#)

 = Included in Bid Packet

 = Excluded from Bid Packet

## Items

Item	Title	Offers	
TS-19-01-01-01	<a href="#">AIR-AP1562I-B-K9</a>	Y	<a href="#">Info</a>
TS-19-01-01-02	<a href="#">CON-SNT-AIRAPBPI</a>	Y	<a href="#">Info</a>
TS-19-01-01-03	<a href="#">AIR-AP3802I-B-K9</a>	Y	<a href="#">Info</a>
TS-19-01-01-04	<a href="#">CON-SNT-AIRPIBK9</a>	Y	<a href="#">Info</a>
TS-19-01-01-05	<a href="#">LIC-CT8540-1A</a>	Y	<a href="#">Info</a>
TS-19-01-01-06	<a href="#">CON-ECMU-LICCT85C</a>	Y	<a href="#">Info</a>
TS-19-01-01-07	<a href="#">1044-CCOAP3800</a>	Y	<a href="#">Info</a>

## Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

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

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## Question and Answers for Bid #TS-19-01 - Network Access Points and Mounts

[Create New Question](#)

Question Deadline: May 27, 2019 8:00:00 PM EDT

### Overall Bid Questions

#### Question 1

Is this project to include installation? (Submitted: May 29, 2019 2:02:42 PM EDT)

#### Answer

[edit](#)



- No. (Answered: May 29, 2019 2:29:13 PM EDT)

Add to Answer:

#### Question 2

Will the City of Pembroke Pines accept a bid containing Aerohive equipment for the solution? (Submitted: May 29, 2019 2:27:40 PM EDT)

#### Answer

[edit](#)



- No, the City has standardized the wireless environment only for Cisco. (Answered: May 29, 2019 2:29:13 PM EDT)

Add to Answer:

Submit

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



(OFFICE USE ONLY) Vendor number:

### Vendor Information Form

Operating Name (Payee)	AIP US, LLC		
Legal Name (as filed with IRS)	AIP US, LLC		
Remit-to Address (For Payments)	27 Blecker Street, Suite 236		
	Millburn, NJ 07041		
Remit-to Contact Name:	Min Wang	Title:	President
Email Address:	mwang@aip-us.com		
Phone #:	(703) 661-6427	Fax #	(973) 577-4547
Order-from Address (For purchase orders)	27 Blecker Street, Suite 236		
	Millburn, NJ 07041		
Order-from Contact Name:	Joseph Kohut	Title:	Business Development Manager
Email Address:	jkohut@aip-us.com		
Phone #:	(954) 348-1059	Fax #	(973) 577-4547
Return-to Address (For product returns)	27 Blecker Street, Suite 236		
	Millburn, NJ 07041		
Return-to Contact Name	Joseph Kohut	Title:	Business Development Manager
Email Address:	jkohut@aip-us.com		
Phone #:	(954) 348-1059	Fax #	(973) 577-4547
Payment Terms:	NET 30		

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

☐ Corporation

Federal ID Number:

262521667

☒ Sole Proprietorship/Individual

Social Security No.:

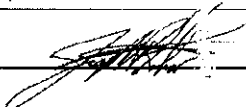
☐ Partnership

☐ Health Care Service Provider

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

☐ Other (Specify): 

Name & Title of Applicant Joseph Kohut-Business Development Manager

Signature of Applicant  Date May 30, 2019

**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.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AIP US, LLC</b>		
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. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ►	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. <b>19 Beech Ter</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Millburn, NJ 07041</b>		
7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number										
				-				-		
or										
Employer identification number										
2	6			-	2	5	2	1	6	6

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <b>Wang Jmmu</b>	Date ► <b>6/3/2019</b>
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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), adoptive 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.*



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

1. This sworn statement is submitted AIP US, LLC  
(name of entity submitting sworn statement)  
whose business address is 27 Bleeker Street, Suite 236, Millburn, NJ 07041  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
26-2521667. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is Joseph Kohut and my  
(Please print name of individual signing)  
relationship to the entity named above is Business Development Manager.
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.)

Joseph Kohut

Bidder's Name

AIP US, LLC

Company Name

Signature

May 30, 2019

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 a 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: AIP US, LLC

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: AIP US, LLC

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: AIP US, LLC

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.**

**AIP US, LLC**

Company Name

**Joseph Kohut**

Authorized Signer Name

Authorized Signature



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

I, Joseph Kohut, Business Development Manager, on behalf of AIP US, LLC,  
Print Name and Title Company Name  
certify that AIP US, LLC :  
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.

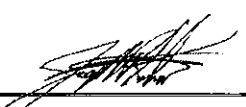
As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized 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.

Joseph Kohut, Business Development Manager

Print Name / Title

AIP US, LLC

Company Name

  
Signature

**AIP US, LLC**

Bid Contact **Joe Kohut**  
**jkohut@aip-us.com**  
**Ph 954-648-1059**

Address **80 SW 8th Street**  
**Suite 2000**  
**Miami, FL 33130**

Qualifications **PP-DRUGFREE PP-EQUAL PP-LRTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-**  
**VENDORINFO PP-VOSB PP-W9**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach. Docs
TS-19-01--01-01	AIR-AP1562I-B-K9	Supplier Product Code:	First Offer - \$858.09	4 / each	\$3,432.36 Y
TS-19-01--01-02	CON-SNT-AIRAPBPI	Supplier Product Code:	First Offer - \$55.05	4 / each	\$220.20 Y
TS-19-01--01-03	AIR-AP3802I-B-K9	Supplier Product Code:	First Offer - \$889.25	140 / each	\$124,495.00 Y
TS-19-01--01-04	CON-SNT-AIRPIBK9	Supplier Product Code:	First Offer - \$53.06	140 / each	\$7,428.40 Y
TS-19-01--01-05	LIC-CT8540-1A	Supplier Product Code:	First Offer - \$99.38	144 / each	\$14,310.72 Y
TS-19-01--01-06	CON-ECMU-LICCT85C	Supplier Product Code:	First Offer - \$19.75	144 / each	\$2,844.00 Y
TS-19-01--01-07	1044-CCOAP3800	Supplier Product Code:	First Offer - \$193.82	140 / each	\$27,134.80 Y
Supplier Total					\$179,865.48





City of Pembroke Pines

Attachment A

### CONTACT INFORMATION FORM

IN ACCORDANCE WITH "TS-19-01" titled "Network Access Points and Mounts" 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: AIP US, LLC  
 STREET ADDRESS: 27 Bleeker Street, Suite 236  
 CITY, STATE & ZIP CODE: Millburn, NJ 07041

#### PRIMARY CONTACT FOR THE PROJECT:

NAME: Joseph Kohut TITLE: Business Development Manager  
 E-MAIL: [jkohut@aip-us.com](mailto:jkohut@aip-us.com)  
 TELEPHONE: 954 648-1059 FAX: 973 577-4547

#### AUTHORIZED APPROVER:

NAME: Joseph Kohut TITLE: Business Development Manager  
 E-MAIL: [jkohut@aip-us.com](mailto:jkohut@aip-us.com)  
 TELEPHONE: 954 648-1059 FAX: 973 577-4547  
 SIGNATURE: Joseph Kohut

#### B) Proposal Checklist

Did you make sure to submit the following items as stated in section 1.5 "Proposal Requirements" of the bid package?

1. Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
2. Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
3. Attachment C - Proposer's Completed Qualification Statement	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

### **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.*

#### **Base Option:**

<b>Material/Part Number</b>	<b>Item Description</b>	<b>QTY</b>	<b>Total Cost</b>
<b>AIR-AP1562I-B-K9</b>	Cisco Aironet 1562I - wireless access point	4	Price to be Submitted Via BidSync
<b>CON-SNT-AIRAPBPI</b>	Cisco SMARTnet extended service agreement	4	Price to be Submitted Via BidSync
<b>AIR-AP3802I-B-K9</b>	Cisco Aironet 3802I - wireless access point	140	Price to be Submitted Via BidSync
<b>CON-SNT-AIRPIBK9</b>	Cisco SMARTnet extended service agreement	140	Price to be Submitted Via BidSync
<b>LIC-CT8540-1A</b>	Cisco Adder License - License (electronic delivery) - 1 access point - for Cisco 8540 Wireless Controller	144	Price to be Submitted Via BidSync
<b>CON-ECMU-LICCT85C</b>	Cisco SMARTnet Software Support Service - technical support - for LIC-CT8540-1A - 1year	144	Price to be Submitted Via BidSync
<b>1044-CCOAP3800</b>	Oberon Recessed Suspended Ceiling Installation Kit for Wi-Fi Access Points (Cisco 2800 & 3800 series)	140	Price to be Submitted Via BidSync

City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

Printed Name/Signature **Joseph Kohut**

Title **Business Development Manager**

Name of Company **AIP US, LLC**



City of Pembroke Pines

## Attachment C

**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:

**27 Bleeker Street**

**Suite 236**

**Millburn, NJ 07041**

PROPOSER'S License Number: **M08000002343**

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

Number of years your organization has been in business **11**

State the number of years your firm has been in business under your present business name **11**

State the number of years your firm has been in business in the work specific to this solicitation: **11**

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

**Min Wang-President**

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.

**Does not apply**

At what address was that business located?

**Does not apply**

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

**Does not apply**

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

**No**

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

**Yes**

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

**No**

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

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

**Does not apply**

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

**None**

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

**None**

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

**None**

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.

**Value Added Reseller**

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

**No**

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

**City of Miami Gardens**

**Town of Davie**

**City of North Miami**

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.

**AIP US, LLC**  
(Company Name)

**Joseph Kohut**  
(Printed Name/Signature)

