



**FIRST AMENDMENT TO AGREEMENT FOR
SCHOOL UNIFORMS BETWEEN THE CITY OF
PEMBROKE PINES AND
PLANET T UNIFORMS, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2020, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

PLANET T UNIFORMS, INC., a Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **2214 Flamingo Road, Pembroke Pines, FL 33028**, hereinafter referred to as "VENDOR". "CITY" and "VENDOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **October 19, 2017**, the CITY and VENDOR entered into the Original Agreement ("Original Agreement") for an initial **three (3) year** period, commencing on **October 19, 2017** and expiring on **October 18, 2020**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for **one (1) additional three (3) year** term evidenced by a written amendment to the Original Agreement; and,

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

WHEREAS, the Parties desire to amend the Original Agreement to include certain provisions required by statutory amendments imposed since the Parties entered into the Original Agreement; and,

WHEREAS, the Parties further desire to execute the **three (3) year** renewal option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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



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

SECTION 2. Section 5.6 of the Original Agreement, entitled "Required Insurance" is hereby repealed and replaced as set forth below:

5.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

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

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



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

Yes No

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

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

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

Yes No

- ☐ ✕ 5.6.4 Reserved

Yes No

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

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

Yes No

- ✓ ☐ 5.6.6 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss.



Yes No

☐ x 5.6.7 Reserved.

SECTION 2. Section 25 of the Original Agreement, entitled “Public Records” is hereby amended to update the address of the Custodian of Public Records as set forth below:

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

SECTION 3. The Original Agreement is hereby amended by the addition of Section 26 and Section 27, as set forth below:

26. Non-Discrimination and Equal Opportunity Employment. During the performance of this Agreement, neither the VENDOR 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. VENDOR 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. VENDOR agrees 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. VENDOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

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

27.1 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



27.2 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:

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

27.2.2 Is engaged in business operations in Syria.

SECTION 4. The Original Agreement, is hereby renewed for the **three (3) year** renewal period commencing on **October 19, 2020** and terminating on **October 18, 2023**.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

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

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

VENDOR:

PLANET T UNIFORMS, INC.

By: _____
Name: MARIA TROTTO-MARK
Title: Vice President

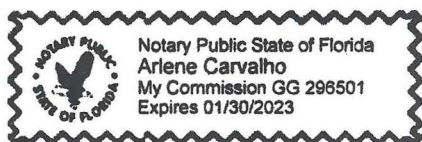
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of APRIL, 2020, by MARIA TROTTO-MARK, of PLANET T UNIFORMS, INC., a Florida, Profit Corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced DRIVERS LICENSE as identification.

NOTARY PUBLIC
ARLENE CARVALHO
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial Number, if any



AGREEMENT FOR SCHOOL UNIFORMS

THIS AGREEMENT made on the 19 day of October, 2017, by and between:

CITY OF PEMBROKE PINES, a Florida municipal corporation, having its principal place of business at 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY" or "CHARTER SCHOOLS"),

and

PLANET T UNIFORMS, INC., a company authorized to conduct business in the State of Florida, having its principal place of business at **2214 North Flamingo Road, Pembroke Pines, FL 33028**, hereinafter referred to as "VENDOR". CITY and VENDOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates Charter Elementary, Middle and High schools with an approved dress code requiring uniforms including a logo trademarked and owned by the City; and,

WHEREAS, the City wishes to utilize VENDOR as the provider for such uniforms for the City's CHARTER SCHOOLS; and,

WHEREAS, on May 23, 2017, the City advertised Request for Proposals ("RFP") No. ED-17-04 for the Charter Schools Uniform Contract and two (2) proposals were received; and,

WHEREAS, the proposals were evaluated by the City's Evaluation Committee and, on **September 6, 2017** the City Commission voted to award a **three (3) year** Agreement to **Planet T Uniforms, Inc.**; and,

WHEREAS, the Parties intend to formalize this relationship pursuant to the terms and conditions as set forth in RFP No. ED-17-04 for a three (3) year term.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, the CHARTER SCHOOLS and VENDOR agree as follows.

Section 1. Purpose of the Contract

1.1. "Whereas" Clauses. The foregoing "WHEREAS" clauses are true and correct and are hereby incorporated into this Agreement.

1.2. Appointment of Planet-T. The CHARTER SCHOOLS hereby grant **Planet T Uniforms, Inc.** (hereinafter "VENDOR") the rights as the sole provider to the students and faculty for the authorized and approved uniforms and/or school apparel for the students and faculty of CHARTER SCHOOLS in accordance with the terms and conditions of **RFP No. ED-17-04** and VENDOR's proposal thereto,

which are attached hereto as **Exhibit "A"** and **Exhibit "B"**, respectively, and incorporated herein by reference. In the event of any conflict between the action of the City Commission, the terms of this Agreement, the RFP, or VENDOR's proposal, the order of priority shall be that the action of the City Commission shall prevail, then the terms of this Agreement, then the terms and conditions of the RFP, and lastly VENDOR's proposal.

1.3.General Purpose. VENDOR shall be responsible for all of the CHARTER SCHOOLS' uniforms/apparel and shall be the exclusive provider of all uniform items containing the City Logo.

Section 2. Commencement & Termination

2.1.Commencement and Term. This term of this Agreement is for **three (3) years**, with the date of commencement as noted above. This Agreement may be renewed for **one additional three (3) year term** upon mutual written consent of the Parties, subject to approval by the City Commission.

2.2. Termination. This Agreement shall terminate three (3) years from the date of commencement unless renewed. Either party may terminate this Agreement with or without cause. Termination without cause shall require the terminating party to provide ninety (90) days notice in writing to the other party of its intention to do so.

2.3. Breach. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party written notice, pursuant to Section 9.1 herein, of such Cause. If the Cause is remedied within thirty (30) days of receipt of notice, the notice shall be void. If such Cause is not remedied within thirty (30) days of receipt of notice, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. However, neither party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement when such failure is caused by conditions beyond the party's control such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes. Nothing in this paragraph modifies the Parties' right to terminate this Agreement by giving ninety (90) days notice in accordance with Section 2.2 above.

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

Section 3. Duties & Responsibilities of VENDOR

3.1. VENDOR agrees to provide a quality product in accordance with the specifications and at the prices provided in the VENDOR's proposal in the color and styles indicated therein and otherwise authorized by the CHARTER SCHOOL and with the logo as approved by the CHARTER SCHOOLS.

3.2. VENDOR shall use its best efforts to have sufficient uniforms ordered and available by the contract commencement date.

3.3. VENDOR agrees to have uniforms in all sizes available, including Husky and XXL pants and shorts throughout the school year.

3.4. VENDOR agrees to come to each CHARTER SCHOOL site at mutually convenient dates and times to be mutually agreed upon by the Parties as needed.

3.5. VENDOR agrees to use its current existing infrastructure within the City of Pembroke Pines to take sales orders, including Internet orders, order stock and deliver its products. VENDOR further agrees to use its best efforts to ensure that Internet ordering capabilities shall be operational by the **effective date** of the contract.

3.6. VENDOR agrees to make approved apparel products available to CHARTER SCHOOL students pursuant to the prices as provided in **Exhibit "C"**. All prices shall remain firm for the initial three (3) year term. VENDOR may request a price increase for any subsequent renewal period by submitting a fully documented written request at least ninety (90) days prior to the expiration of this Agreement. Requests for price increases shall be based upon the latest All Urban Consumer Price Index (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year and negotiation with the City Manager, or his or her designee, subject to approval by the City Commission.

3.7. VENDOR agrees to employ a full-time inventory control manager to facilitate availability of their uniform supply for the students of the CHARTER SCHOOLS.

3.8. VENDOR agrees to respond to the students' or the CHARTER SCHOOLS' requests in a timely manner.

3.9. VENDOR agrees to provide suggestion boxes in each of the CHARTER SCHOOLS for feedback from the students and parents to improve service. Such service improvement shall only be implemented by VENDOR with the prior concurrence of CHARTER SCHOOLS.

3.10. VENDOR agrees to provide shipping and tracking service, through U.P.S. or a similar provider, of all uniform orders with daily pick-up and customer tracking.

3.11. VENDOR agrees to provide a Staff Representative to visit on-site at each of the CHARTER SCHOOLS campuses on a regular basis to meet the faculty's uniform needs.

3.12. VENDOR shall furnish all services, labor equipment and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

3.13. VENDOR hereby represents that VENDOR has the professional expertise, experience and manpower to perform the services to be provided by VENDOR pursuant to the terms of this Agreement.

3.14. VENDOR shall coordinate with Contract Administrator, as the Contract Administrator is identified in Section 11, on all operational issues related to this Agreement.

3.15. For the term of this Agreement, VENDOR shall pay CHARTER SCHOOLS a flat Franchise Fee in the amount of Twenty Percent (20%) of VENDOR's gross revenue of items sold during such time period containing the City's Logo. VENDOR shall also pay CHARTER SCHOOLS an additional Fifty Percent (50%) Franchise Fee for all Physical Education (P.E.)/Gym T-Shirts sold by VENDOR. In addition, VENDOR shall further pay CHARTER SCHOOLS an additional Ten Percent (10%) Franchise Fee for all Non-Logo Items sold by VENDOR including, but not limited to uniform shorts, skorts, pants and jackets without Logos.

3.16. VENDOR shall maintain the capability to charge a surcharge per item on all items containing the City's Logo. The amount of the surcharge shall be Five Dollars (\$5.00) as determined and adjusted by the City Commission in its sole discretion. This surcharge shall be payable by the VENDOR to the CHARTER SCHOOL along with all other monies owed pursuant to this Section quarterly within fifteen (15) days of the end of each quarter beginning with the quarter ending December 31, 2017.

Section 4. Duties & Responsibilities of CHARTER SCHOOLS

4.1. CHARTER SCHOOLS agree to notify VENDOR of relevant enrollment numbers as soon as reasonably possible.

4.2. CHARTER SCHOOLS shall approve the color, logo and style for the apparel to be provided by VENDOR to the CHARTER SCHOOL students and faculty.

Section 5. Insurance

5.1 VENDOR shall not commence performance hereunder until it has obtained all insurance required under this section and such insurance has been approved by the Risk Manager of the City nor shall the VENDOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 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 copies of which shall be attached hereto as **Exhibit "D"**. 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.

5.3 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 carrier will not agree to this notification, the VENDOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days receipt of insurer's notification of cancellation or reduction in coverage.

5.4 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.

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

5.6 REQUIRED INSURANCE

5.6.1 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

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.

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

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

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

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

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

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

5.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

5.6.5 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

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

5.6.7 Sexual Abuse may not be excluded from any policy.

5.7 REQUIRED ENDORSEMENTS

5.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

5.7.2 Waiver of all Rights of Subrogation against the CITY

5.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

5.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

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

5.7.6 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.

5.8 VENDOR 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.

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

Section 6. Accounting, Records & Audits.

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

Section 7. Indemnification

7.1.VENDOR agrees to indemnify and hold harmless the CHARTER SCHOOLS its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, including reasonable attorneys' fees and costs, liabilities, damages, orders, judgments, or decrees, sustained by the CHARTER SCHOOLS or any third party arising out of, or by reason of, or resulting from the VENDOR's acts, errors, or omissions, except to the extent caused by the negligence of the indemnified party.

7.2.The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the VENDOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification, and the providing of such indemnification is deemed to be part of the specifications with respect to the services to be provided by VENDOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

Section 8. Proprietary Materials

8.1.VENDOR acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to CHARTER SCHOOLS are proprietary marks and VENDOR will not use the marks for any purpose except as expressly permitted in writing by CHARTER SCHOOLS. Upon termination of this Agreement, VENDOR shall (a) immediately and permanently discontinue the use and display of any marks and (b) immediately remove CHARTER SCHOOLS goods bearing any marks.

Section 9. Notices

9.1. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, postage pre-paid, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Article. For emergency situations, notice may be sent by hand-delivery or overnight courier. Either party may change the address at which notice is to be given by giving notice as provided in this Article. For the present, the parties designate the following as the respective places for giving of notice:

To CHARTER SCHOOLS: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Office of the City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Phone: 954-771-4500
Fax: 954-771-4923

VENDOR: **Maria Trotto-Mark, Vice-President**
Planet T Uniforms, Inc.
2214 North Flamingo Road
Pembroke Pines, FL 33028
E-mail: maria@planetuniforms.com
Telephone No: (954) 538-0066
Facsimile No: (954) 499-7049

Section 10. Independent Contractor

10.1. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the VENDOR is an

independent contractor under this Agreement and not the CHARTER SCHOOLS' 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 VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with the CHARTER SCHOOLS, or United States policies, rules or regulations relating to the use of VENDOR's Funds provided for herein. The VENDOR agrees that it is a separate and independent enterprise from the CHARTER SCHOOLS, 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 VENDOR and the CHARTER SCHOOLS and the CHARTER SCHOOLS will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 11. Designation of School Contacts

11.1. Contract Administrator. Contract Administrator has been designated to act as a liaison between the school and VENDOR under this Agreement for all operational issues.

11.1.1. Charter High School: Peter Bayer

11.1.2 Elementary and Middle Charter Schools: Sean Chance

Section 12. Assignments; Amendments

12.1. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

12.2. 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.

Section 13. No Contingent Fees

13.1. VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR 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 VENDOR 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, the CHARTER SCHOOLS 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.

Section 14. Binding Authority

14.1. 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.

Section 15. Headings

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

Section 16. Exhibits

16.1. 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.

Section 17. Waiver

17.1. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

Section 18. Legal Representation

18.1. 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.

Section 19. Severability

19.1. 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, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

Section 20. Governing Law

20.1. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

Section 21. Extent of Agreement

21.1. This Agreement represents the entire and integrated agreement between the CHARTER SCHOOLS and the VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 22. Attorney's Fees

22.1. In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available herein or in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

Section 23. Public Entities Crime Act

23.1. As required by Florida law, VENDOR shall execute that document attached hereto as **Exhibit "E"** at or prior to commencement of this Agreement verifying that VENDOR has not been convicted of a public entities crime as provided in §287.133, Florida Statutes.

23.2. VENDOR acknowledges the existence of Section 287.133(2) (a), Florida Statutes, ("Public Entity Crimes Act") which provides, in part, that 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 CHARTER SCHOOLS, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CHARTER SCHOOLS, and may not transact business with CHARTER SCHOOLS for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by VENDOR shall result in immediate termination of this Agreement by CHARTER SCHOOLS without penalty or regard to the notice requirements of Section 2 hereinabove.

Section 24. Compliance with Statutes

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

Section 25. Public Records

25.1. 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:

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

25.1.2 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;

25.1.3 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

25.1.4 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.

25.2. 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.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

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

CITY

ATTEST:


MARLENE D. GRAHAM, CITY CLERK

BY: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM: 10/19/17


OFFICE OF THE CITY ATTORNEY

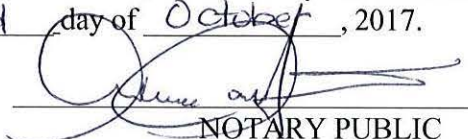
PLANET T UNIFORMS, INC.

By: 
Name: Maria Trotto-Mark
Title: Vice President

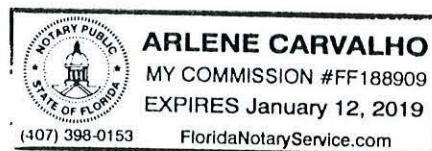
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared MARIA TROTTO-MARK as VICE PRESIDENT of **PLANET T UNIFORMS, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PLANET T UNIFORMS, INC.** 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 3rd day of October, 2017.


NOTARY PUBLIC

Arlene Carvalho
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines
Bid Tabulation - Procurement
ED-17-04 Charter School Uniforms

Vendor	All Uniform Wear	Planet T Uniforms, Inc.
Contact Information	<u>Company Information:</u> 8350 Pines Blvd Pembroke Pines, FL 33024 <u>Primary Contact:</u> Oliver Garcia, VP oliver@alluniformwear.com Phone: (305) 525-0485 <u>Authorized Approver:</u> Same as above.	<u>Company Information:</u> 2214 N Flamingo Road Pembroke Pines, FL 33028 <u>Primary Contact:</u> Maria Trotto-Mark, Vice- President maria@planetuniforms.com Phone: (954) 538-0066 Fax: (954) 499-7049 <u>Authorized Approver:</u> Same as above.
Title Page	Not provided.	Yes.
Tab 1 - Table of Contents	Not provided.	Yes.
Tab 2 - Letter of Interest	Not provided.	Yes.
Tab 3 - Experience and Ability	Not provided.	Yes.
Attachment K - Reference Form	Yes.	Yes.
Tab 4- Firm's Understanding and Approach to the Work	Not provided.	Yes.
Tab 5- Quality and Durability	Not provided.	Yes.
Tab 6 - Pricing	No additional information provided.	Yes.
Attachment O - Proposal Form	Yes.	Yes.
Tab 7 – Other Completed Documents:		
Attachment A -Contact Information	Yes.	Yes.
Attachment B - Vendor Information and a W-9	Provided but did not filled-out	Yes.
Attachment C - Non-Collusive Affidavit	Yes.	Yes.
Attachment D - Sworn Statement on Public Entity Crimes Form	A. Neither the entity nor any officers who are active in management nor any affiliate have been charged with a public entity crime.	A. Neither the entity nor any officers who are active in management nor any affiliate have been charged with a public entity crime.
Attachment E - Local Vendor Preference Certification	Claimed Local Pembroke Pines Vendor Preference, however did not provide Local Business Tax Receipts	Claimed Local Pembroke Pines Vendor Preference, and provided Local Business Tax Receipts
Attachment F - Veteran Owned Small Business Preference Certification	Does not qualify for VOSB Preference Certification.	Does not qualify for VOSB Preference Certification.
Attachment G - Equal Benefits Certification Form	A. Contractor currently complies with the requirements of this section	A. Contractor currently complies with the requirements of this section
Attachment H - Proposer's Completed Qualification Statement	Yes.	Yes.
Attachment L- Vendor Drug-Free Workplace Certification Form	Complies Fully	Complies Fully
Tab 8 - Business Structure, Licenses and Professional Registration Certificates	Not provided.	IRS EIN, Certificate for Sales Tax, City of Pembroke Pines Local Business Tax Receipt, Broward County Business Tax Receipt
Tab 9 - Additional Information	Not provided.	Yes.
Physical Submission of Uniform Samples	Not provided.	Provided




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2017

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

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

PRODUCER  MONICA BEDSON INSURANCE AGENCY 2206 N FLAMINGO ROAD PEMBROKE PINES, FL 33028	CONTACT NAME: MONICA BEDSON PHONE (A/C, No, Ext): 954-437-4142 E-MAIL ADDRESS: MONICA@MONICABEDSON.COM FAX (A/C, No): 954-437-0893
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Florida Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PLANET T UNIFORM, INC. 2214 N FLAMINGO ROAD PEMBROKE PINES, FL 33028-3502	NAIC # 10739

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		98-BE-V358-6 B	06/10/2017	06/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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


ALL LIABILITY POLICIES MUST BE PRIMARY OF ALL OTHER VAILD AND COLLECTABLE COVERAGE MAINTAINED BY THE CITY OF PEMBROKE PINES
ADDITIONAL INSURED: THE CITY OF PEMBROKE PINES

CERTIFICATE HOLDER

THE CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2017

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

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

PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME:	
	PHONE (A/C, No, Ext): (877) 677-0428	FAX (A/C, No): (877) 677-0430
	E-MAIL ADDRESS: spcbicadp@travelers.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED PLANET T UNIFORMS INC. 2214 FLAMINGO RD. PEMBROKE PINES, FL 33028	INSURER A : THE TRAVELERS INDEMNITY COMPANY OF AMERICA	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 906507157521411**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6G332293-17	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

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

AUTHORIZED REPRESENTATIVE

Mary J. Swan

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Charter School Uniforms

Request for Proposals # ED-17-04

General Information		
Project Timeline	This contract shall be for an initial three-year period with one additional three-year renewal terms.	See Section 1.5
Evaluation of Proposals	Evaluation Committee	See Section 1.10
Pre-Bid Meeting	Not Applicable	N/A
Question Due Date	June 5, 2017	See Section 1.11
Proposals will be accepted until	2:00 p.m. on June 20, 2017	See Section 1.11
Proposal Security / Bid Bond	Not Applicable	N/A
Payment and Performance Bonds	Not Applicable	N/A

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



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ATTACHMENTS

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Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer’s Completed Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract/Agreement

Attachment K: References Form

Attachment L: Vendor Drug-Free Workplace Certification Form

Attachment M: PPCS 2016-17 Dress Code Policy

Attachment N: Historical Revenues and Sales Quantities for FY 2015 & 2016

Attachment O: Proposal Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFP # ED-17-04 "Charter School Uniforms"

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

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

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

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such 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 20, 2017. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the 4th Floor of the Charles F. Dodge City Hall Building, 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 Vendor, to provide school uniform services for approximately 5,900 students of the City of Pembroke Pines Charter Schools, in accordance with the terms, conditions, and specifications contained in this solicitation. The successful vendor will be afforded the exclusive right to provide school uniforms with logos as more particularly set forth below to the City's Charter School students during the term of the agreement.

Vendor shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this agreement and all work pursuant to this agreement shall be done in a professional manner.



School locations include, but are not limited to the following locations:

1. East Campus:	Pembroke Pines Charter East Elementary School	10801 Pembroke Road, Pembroke Pines, FL 33025
2. Central Campus:	Pembroke Pines Charter Central Elementary & Middle Schools	12350 Sheridan Street, Pembroke Pines, FL 33026
3. West Campus:	Pembroke Pines Charter West Elementary School	1680 SW 184th Avenue, Pembroke Pines, FL 33029
	Pembroke Pines Charter West Middle School	18500 Pembroke Road, Pembroke Pines, FL 33029
4. Pembroke Shores:	Pembroke Pines Charter FSU Elementary School	601 SW 172 Avenue, Pembroke Pines, FL 33029
5. Academic Village:	Pembroke Pines Charter Middle-High School	17189 Sheridan Street, Pembroke Pines, FL 33331

In the event that the City's Charter School system expands, the awarded Vendor shall also provide uniforms for the additional schools and students.

1.3 BACKGROUND

The City of Pembroke Pines owns and operates a Charter School System with approximately 5,900 students from Elementary to High School grade levels, located in five campuses throughout the City.

The City of Pembroke Pines currently utilizes a vendor, Planet T Uniforms, Inc., to provide uniforms to the City's Charter Schools.

On February 18, 2009, the City entered into the original two year agreement with Planet T Uniforms, Inc. and since then have renewed the agreement for three additional two-year periods.

The Vendor awarded pursuant to this solicitation will be responsible for all of the Charter School's uniforms/apparel and shall be the exclusive provider of all uniform items containing the City Logo for the Charter School System.

1.3.1 CURRENT FEES

The City's current uniform contract includes a:

- A. 20% Franchise Fee for Logo Items.
- B. 50% Franchise Fee for Physical Education (P.E.)/Gym T-Shirts
- C. 10% Franchise Fee for Non-Logo Items.
- D. \$5.00 Surcharge for Logo Items (Non-Physical Education Items).



1.3.2 CURRENT PRICING

Below is a list of current pricing for the Charter School uniforms:

Category	Description	Base Price	Franchise Fee	Surcharge	Sale Price
A) Logo Item	S/S Youth Polos - Elem.	\$ 13.50	20%	\$5.00	\$18.50
A) Logo Item	S/S Youth Polos - Middle	\$ 13.50	20%	\$5.00	\$18.50
A) Logo Item	S/S Youth Polos - High	\$ 13.50	20%	\$5.00	\$18.50
A) Logo Item	S/S Adult Polos - Elem.	\$ 14.90	20%	\$5.00	\$19.90
A) Logo Item	S/S Adult Polos - Middle	\$ 14.90	20%	\$5.00	\$19.90
A) Logo Item	S/S Adult Polos - High	\$ 14.90	20%	\$5.00	\$19.90
A) Logo Item	L/S Youth Polos - All Schools	\$ 14.90	20%	\$5.00	\$19.90
A) Logo Item	L/S Adult Polos - All Schools	\$ 15.90	20%	\$5.00	\$20.90
A) Logo Item	Jackets Youth - Elem. & Mid.	\$ 22.90	20%	\$5.00	\$27.90
A) Logo Item	Jackets Adult - Elem. & Mid.	\$ 24.90	20%	\$5.00	\$29.90
A) Logo Item	Crew Neck Sweat Shirt Elem & Middle Youth	\$ 13.90	20%	\$5.00	\$18.90
A) Logo Item	Crew Neck Sweat Shirt High Youth	\$ 13.90	20%	\$5.00	\$18.90
A) Logo Item	Crew Neck Sweat Shirt Elem & Middle Adult	\$ 15.90	20%	\$5.00	\$20.90
A) Logo Item	Crew Neck Sweat Shirt High Adult	\$ 15.90	20%	\$5.00	\$20.90
A) Logo Item	Fleece Jacket Elementary & Middle Youth	\$ 27.90	20%	\$5.00	\$32.90
A) Logo Item	Fleece Jacket Elementary & Middle Adult	\$ 30.90	20%	\$5.00	\$35.90
A) Logo Item	Ripstop Jacket Youth	\$ 24.90	20%	\$5.00	\$29.90
A) Logo Item	Ripstop Jacket Adult	\$ 28.90	20%	\$5.00	\$33.90
A) Logo Item	Windbreaker Youth	\$ 12.90	20%	\$5.00	\$17.90
B) P.E. T-Shirt	PE Shirt Middle & High	\$ 12.90	50%	N/A	\$12.90
D) Logo Item/P.E.	PE Short Middle & High 7"	\$ 12.90	20%	N/A	\$12.90
D) Logo Item/P.E.	PE Short Middle & High 9"	\$ 13.90	20%	N/A	\$13.90
C) Non-Logo Item	Shorts	N/A	10%	N/A	N/A
C) Non-Logo Item	Skorts	N/A	10%	N/A	N/A
C) Non-Logo Item	Pants	N/A	10%	N/A	N/A
C) Non-Logo Item	Jackets without Logos	N/A	10%	N/A	N/A

1.4 FEES & SURCHARGES

1.4.1 FRANCHISE FEE FOR LOGO ITEMS



For the term of the agreement, the Vendor shall pay the Charter School a flat Franchise Fee in the amount of **Twenty Percent (20%)** of the Vendor's gross revenue of items sold during such time period, containing the City's/Charter School's Logo.

Example: If the Vendor proposed a price of \$12.90 as the base price (not including taxes) for the "PE Short Middle & High 7'", which has a 20% Franchise Fee, the sale price to the customer would be \$12.90 (not including taxes). From the \$12.90, the Vendor will retain \$10.32 and provide the remaining \$2.58 to the City as the 20% Franchise Fee.

1.4.2 FRANCHISE FEE FOR PHYSICAL EDUCATION (P.E.)/GYM T-SHIRTS

For the term of the agreement, the Vendor shall pay the Charter School a flat Franchise Fee in the amount of **Fifty Percent (50%)** of the Vendor's gross revenue of Physical Education (P.E.)/Gym T-shirts sold during such time period.

Example: If the Vendor proposed a price of \$12.90 as the base price (not including taxes) for the "PE Shirt Middle & High", which has a 50% Franchise Fee, the sale price to the customer would be \$12.90 (not including taxes). From the \$12.90, the Vendor will retain \$6.45 and provide the remaining \$6.45 to the City as the 50% Franchise Fee.

1.4.3 FRANCHISE FEE FOR NON-LOGO ITEMS

For the term of the agreement, the Vendor shall pay the Charter School a flat Franchise Fee in the amount of **Ten Percent (10%)** of the Vendor's gross revenue of items sold during such time period, that do not contain the City's/Charter School's Logo.

Example: If the Vendor utilizes a price of \$15.90 as the base price (not including taxes) for the "Pants", which has a 10% Franchise Fee, the sale price to the customer would be \$15.90 (not including taxes). From the \$15.90, the Vendor will retain \$14.31 and provide the remaining \$1.59 to the City as the 10% Franchise Fee.

Note: The Vendor will not need to submit pricing for Non-Logo Items (such as Shorts, Skorts, Pants, and Jackets without Logos) on the Proposal Form as the pricing for those items can fluctuate. However, the Vendor shall provide the pricing under "Additional Items" in Tab 6 of their proposal.

1.4.4 SURCHARGE FOR LOGO ITEMS

Vendor shall maintain the capability to charge a surcharge per item on all items containing the City's/Charter School's Logo. The amount of the surcharge shall be determined by the City Commission in its sole discretion. The City currently utilizes a **\$5.00 surcharge** on all items containing the City's/Charter School's Logo.

Example: If the Vendor proposed a price of \$13.50 as the base price (not including taxes) for the "S/S Youth Polos - Elem.", which has a 20% Franchise Fee and a \$5.00



Surcharge, the sale price to the customer would be \$18.50 (not including taxes). From the \$18.50, the Vendor will retain \$10.80 and provide the remaining \$7.70 to the City. Of the \$7.70 that will be provided to the City, \$2.70 will be provided as the 20% Franchise Fee and the remaining \$5.00 will be provided as the surcharge.

1.4.5 QUARTERLY PAYMENTS

All fees and surcharges shall be payable by the Vendor, to the City/Charter School, quarterly within fifteen (15) days of the end of each quarter of the fiscal year beginning with the quarter ending December 31, 2017, or as approved by the City. Payments shall be accompanied by backup documentation showing sales numbers by item, unit prices, and Charter School revenues from the various Franchise Fees and the Surcharge.

1.5 CONTRACT TERM

1.5.1 INITIAL CONTRACT TERM & RENEWAL PERIODS

The contract shall be for an **initial three year period**, with the option to renew for **one additional three year period** upon mutual consent of the parties, evidenced by a written Amendment to the Agreement extending the term thereof.

1.5.2 CONTRACT PRICING AND INCREASES

All prices shall remain firm for the initial three year period. Vendor may request a price increase for any subsequent renewal period by submitting a fully documented written request at least ninety (90) days prior to expiration of the agreement. Request for increases shall be based upon the latest All Urban Consumers Price Index (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year and negotiation with the City Manager.

1.5.3 POST CONTRACTUAL OBLIGATIONS

In the event that the term of this agreement expires, the Vendor agrees to continue providing services, at the current rates, on a month to month basis until the City establishes a new contract for services.

1.6 SPECIFICATIONS / SCOPE OF WORK

1.6.1 STORE LOCATIONS

Vendor shall have at least one location within the City of Pembroke Pines and shall use its existing infrastructure within the City of Pembroke Pines to take sales orders, including Internet orders, order stock and deliver its products.

1.6.2 QUALITY AND DURABILITY



A) Fabric blends shall be as stated below:

- Tops shall be 55% cotton / 45% polyester **or** 60% cotton / 40% polyester.
- Bottoms shall be 65% polyester / 35% cotton.

B) Bottoms shall be Dickies Brand OR EQUAL. 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.

C) Fabric should have no shrinkage or fading.

D) Uniforms shall be equipped with special buttons to prevent breakage.

1.6.3 COLORS

Colors to stay as currently used in Charter Schools System, and as shown below:

Grade Level	Tops	Bottoms
Elementary	White, Navy, Light Blue, Hunter Green	Navy
Middle	White, Navy, Burgundy, Gray	Navy
High	White, Black, Burgundy, Gray	Khaki

1.6.4 UNIFORM SIZES AND AVAILABILITY

Vendor shall have uniforms in all sizes available, including Husky and XXL pants and shorts throughout the school year.

1.6.5 ON-SITE PRESENCE

Vendor shall agree to come to each Charter School site at mutually convenient dates and times to be mutually agreed upon by the parties as needed.

In addition, the Vendor shall provide a Staff Representative to visit on-site at each of the Charter School campuses on a regular basis to meet the faculty's uniform needs.

1.6.6 FULL-TIME INVENTORY CONTROL MANAGER

Vendor shall agree to employ a full-time inventory control manager to facilitate availability of their uniform supply for the students of the City's Charter School System.

1.6.7 TIMELY RESPONSE

Vendor shall respond to the students' or the City's/Charter School's request in a timely manner.



1.6.8 SUGGESTION BOXES

Vendor shall provide suggestion boxes in each of the Charter Schools for feedback from the students and parents to improve service. Such service improvements shall only be implemented by the Vendor with the prior concurrence of the City.

1.6.9 SHIPPING AND TRACKING SERVICE

Vendor shall provide shipping and tracking service, through U.P.S. or a similar provider, of all uniform orders with daily pick-up and customer tracking.

1.6.10 ACCOUNTING, RECORDS AND AUDITS

Vendor shall maintain, during the term of the agreement, all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement. All of Vendor's records relating to this agreement shall be considered public records. Upon request from the City's Contract Administrator, the Vendor shall provide detailed sales information on all items relating to the Charter School's franchise fees and other surcharges under this Agreement. Such books, accounts and records will be available to the Charter Schools or its designated agent at all reasonable times for examination and audit and shall be kept for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.) or as may otherwise be required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the other party of any fees or expenses based upon such entries.

1.6.11 PROPRIETARY MATERIALS

Vendor acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to the Charter Schools are proprietary marks and the Vendor will not use the marks for any purpose except as expressly permitted in writing by Charter Schools. Upon termination of the Agreement, the Vendor shall (a) immediately and permanently discontinue the use and display of any marks and (b) immediately remove Charter School goods bearing any marks.

1.6.12 PRIVACY RIGHTS

At all times during and subsequent to the term of this Agreement, Vendor shall comply with the privacy rights of the students and their parents as set forth in §1002.22, Florida Statutes, and 20 USC 1232g. At no time may the Vendor acknowledge or deny whether or not a student is enrolled at the Charter School. Furthermore, at no time shall the names, addresses, or other contact information of the students or their families be released or sold to any third party unless the student and their families have authorized



such disclosure, the request is made by an authorized law enforcement agency, or in response to a validly issued subpoena or court order.

1.7 CHARTER SCHOOL DUTIES AND RESPONSIBILITIES

The Charter Schools shall notify the awarded Vendor of relevant enrollment numbers as soon as reasonably possible. In addition, the Charter Schools shall approve the color, logo and style for the apparel to be provided by the Vendor to the Charter School's students and faculty.

1.8 PROPOSAL REQUIREMENTS (ELECTRONIC PORTION)

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

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

Title Page:

List the following:

Subject: **RFP # ED-17-04 "Charter School Uniforms"**

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

Tab 1 - Table of Contents:

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

Tab 2 - Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:



- a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
- b. Summary of abilities and experience of the firms' professional personnel
- c. Summary of past performance of the firm on similar projects
- d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 - Experience and Ability (25 points):

The relative experience and qualifications, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the organization and staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. Major consideration will be given to the successful completion of previous contracts comparable in design, scope, and complexity.

1. **School Uniform Experience:** Describe the specialized experience of the firm with respect to providing School Uniforms. All information relevant to the expertise of the Vendor should be included with the submittal.
2. **Company's Longevity:** Please identify the number of years your company has been a school uniform vendor.
3. **Previous Projects:** Provide summary of past schools serviced, including the number of students.
 - a. Attachment K: References Form
 1. This may include some of the details already provided in the summary of past schools serviced. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.
4. **Terminated Projects:** Has your company ever been awarded a contract which was later terminated? If so, describe circumstances.
5. **Current Projects:** List of ongoing contracts with their current status and projected termination dates, including the number of students.
6. **Capability:** Explain the experience and capability of serving a large student population of more than 5,900 students in K through 12th grade.
7. **Ability to Provide Embroidered Logo:** Explain your company's ability to provide the mandated embroidered logo and the location of the facility that will perform the embroidering.
8. **Accessibility:** Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
9. **Store Front Location(s):** Describe the proximity of your store front locations to each school campus and identify the following for each location:
 - a. The square footage
 - b. Number of dressing rooms



- c. Number of employees at each location.

Tab 4 - Firm's Understanding and Approach to the Work (25 points):

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

1. **Understanding:** Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
2. **Services:** Please clearly describe all aspects of the project proposed and your approach and work plans, including, but not limited to the services that will be provided for each of the schools.
3. **Return Policy:** Please identify the details regarding the return policy.
4. **Payment Types:** Please identify all forms of payments that would be accepted.
5. **Order Types:** Please identify how customers will be able to place orders along with supporting details regarding the services. Please address:
 - a. In Store Purchases
 - b. On campus Purchases
 - c. On-Line / Internet Purchases
 - d. Phone Purchases
 - e. Etc.
6. **Delivery Services:** Please identify if your company provides delivery services. If so, please provide details on your delivery services, including length of time for deliveries, distance, etc.
7. **Hours of Operation:** Please identify the days of the week that your business is open and the hours of operation for each day.
8. **Number of Employees:** Identify the number of employees that will be:
 - a. Assigned to this contract (Total)
 - b. Assigned to Sales
 - c. Assigned to Customer Service
 - d. Assigned to Other Functions
9. **Projected Inventories:** Identify the projected inventories.
10. **On Campus Availability:** Please identify the company's experience with providing services on campus along with the ability to provide regular scheduled on campus sales.
11. **Timeline:** Provide a detailed time on how long it would take your company to be ready to perform services under this contract from notice of award. (Include number of days to order the necessary amount of supplies to meet demands, number of days to set up and embroider logos on all uniforms for initial sales, total number of days for uniforms to become available, number of days to prepare the website for online sales, etc.)
12. **Concerns:** Identify any issues or concerns of significance that may be appropriate.



13. **Why is your proposal the most beneficial?** A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 5 – Quality and Durability (20 points):

Proposer shall provide information on the quality and durability of the products being proposed for the Charter School Uniforms.

1. **Fabric Blends:** Provide information on the fabric blends of the proposed products and a statement on whether they conform to the requirements as set forth in section 1.6.2.
2. **Brands:** Provide information on the brands that will be used. In addition, please advise if Dickies Brand OR Equal will be provided for bottoms. 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.
3. **Shrinkage/Fading:** Please provide information regarding product testing and durability regarding shrinkage and fading.
4. **Buttons:** Please provide information regarding the Special Buttons that will be used to prevent breakage.
5. **Additional Information:** Please provide any additional information regarding the Quality and Durability of the proposed uniforms.

In addition, pursuant to section 1.9, uniform samples shall be submitted in an appropriately sealed container, plainly marked "UNIFORM SAMPLES - RFP # ED-17-04 "CHARTER SCHOOL UNIFORMS" and sent to the City of Pembroke Pines, City Clerk's Office, 4th floor, 601 City Center Way, Pembroke Pines, FL 33025. These samples will be taken into consideration during the evaluation process.

Tab 6 – Pricing (25 points):

1. **Attachment O "Proposal Form"** – The proposer shall complete "Base Price" column of Attachment O "Proposal Form" which lists the current items that are being sold along with the applicable Franchise Fees and Surcharges. The "Base Price" shall not include any taxes, shipping costs, etc. The proposal form will automatically calculate the total revenue that the City would expect to receive based on the estimated quantities and the proposed base pricing. Note – The form will not include the pricing for Non-Logo Items (such as Shorts, Skorts, Pants, and Jackets without Logos) as the pricing for those items can fluctuate.
2. **Additional Items** – The proposer can provide a separate list and pricing for any other items that are not listed on Attachment O "Proposal Form" including Non-Logo Items. However, the City understands that the pricing for Non-Logo Items



(such as Shorts, Skorts, Pants, and Jackets without Logos) items may fluctuate as needed.

3. **Silk Screen Set-Up Charge** - The Vendor shall identify if there will be a setup fee for silk screens.
4. **Shipping Costs** – Please identify any shipping costs, calculations and any other pertinent information.
5. **Other Costs & Fees** – Please identify any other costs and fees, if applicable.

Tab 7 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

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 Vendor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
 - c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
3. Attachment C: Non-Collusive Affidavit
4. Attachment D: Sworn Statement on Public Entity Crimes Form
5. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines



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

Tab 8 - Professional Licenses, Business Tax Receipts and Professional Registrations:

1. Please provide any applicable city, county, and state professional licenses, business tax receipts and professional registrations.

Tab 9 - Additional Information:

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

1.9 PROPOSAL REQUIREMENTS (PHYSICAL PORTION)

The only portion of the submittal that should not be submitted electronically is the uniform samples. The uniform samples shall be submitted in an appropriately sealed container, plainly marked "**UNIFORM SAMPLES - RFP # ED-17-04 "CHARTER SCHOOL UNIFORMS"**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th floor, 601 City Center Way, Pembroke Pines, FL 33025.

1.9.1 QUALITY AND DURABILITY

The Vendor will be required to present their colors and fabrics to the Evaluation Committee during their presentations. **Samples of all Charter School items that will require logos shall be submitted with proposal. Failure to submit samples may deem the proposal non-responsive.**



1.10 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

Criteria	Points
Experience and Ability	25 points
Firm's Understanding and Approach to the Work	25 points
Pricing	25 points
Quality and Durability	20 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

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

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

All other vendors shall receive zero (0) points.

- C. In the event that the City receives more than four proposals, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Note – The Evaluation Committee shall also have the opportunity to make a motion to deem any of the vendors as non-responsive or not-qualified.
- D. The City shall convene a meeting with the Charter School Advisory Boards to have the proposers make presentations to the Advisory Boards. Presentations shall include the sample uniforms for the Advisory Boards' inspection. As part of this process, the firms



shall have officials of the appropriate management level present and representing the firm. The project manager should be available.

- E. After the presentations are made to Charter School Advisory Board, the City will convene a separate meeting with the Evaluation Committee for the firms to make presentations and answer questions of clarification as part of its evaluation. The Evaluation Committee will also be presented with information from the meeting with the Charter School Advisory Boards. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- F. Once the Evaluation Committee has completed the evaluation of all proposals, the committee will then score each of the proposals based on the weighted criteria listed above.
- G. The scores for all proposals will be tabulated and each proposal will be ranked.
- H. Once the scores have been read, an evaluating member of the committee must make a motion, which must be approved by majority vote of the committee.
 - 1) Below are some, but not all, possible examples of motions that can be made:
 - a) Motion to recommend that the City Commission award **RFP # ED-17-04 “Charter School Uniforms”** to the firm ranked highest, [insert firm name], and if an arrangement cannot be reached with the firm, to have the City Manager begin negotiations with the following vendor(s):
 - a. [insert firm name]
 - b. [insert firm name]
 - c. [insert firm name]
 - b) Motion to recommend that the City Commission award **RFP # ED-17-04 “Charter School Uniforms”** to [insert firm name].
 - c) Motion to recommend that the City Commission reject all bids for **RFP # ED-17-04 “Charter School Uniforms”** and to re-bid the project.
 - 2) Note – The Evaluation Committee shall also have the opportunity to make a motion to deem any of the vendors as non-responsive or not-qualified.
- I. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



1.11 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	May 23, 2017
Question Due Date	June 5, 2017
Anticipated Date of Issuance for the Addenda with Questions and Answers	June 8, 2017
Proposals will be accepted until	2:00 p.m. on June 20, 2017
Proposals will be opened at	2:30 p.m. on June 20, 2017
Firms Presentation to the Charter School Advisory Boards	6:30 p.m. on August 28, 2017 at the Academic Village Campus Cafeteria (17189 Sheridan Street, P. Pines, FL 33331)
Evaluation of Proposals by Evaluation Committee	September 4, 2017
Recommendation of Vendor to City Commission for award	September 20, 2017
Estimated Contract Commencement Date	November 19, 2017

1.12 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on June 20, 2017**.

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

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

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

THE ONLY PORTION OF THE SUBMITAL THAT SHOULD NOT BE SUBMITTED ELECTRONICALLY IS THE UNIFORM SAMPLES AS IDENTIFIED IN SECTION 1.9.



THE UNIFORM SAMPLES SHALL BE SUBMITTED IN AN APPROPRIATELY SEALED CONTAINER, PLAINLY MARKED **“UNIFORM SAMPLES - RFP # ED-17-04 “CHARTER SCHOOL UNIFORMS”** AND SENT TO THE CITY OF PEMBROKE PINES, CITY CLERK'S OFFICE, 4TH FLOOR, 601 CITY CENTER WAY, PEMBROKE PINES, FL 33025.



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

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

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

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



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

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

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

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

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

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

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

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

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



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

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

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- G. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

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

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

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

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

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

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

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

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

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

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

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

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # ED-17-04” dated May 23, 2017 titled “Charter School Uniforms” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

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

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

- ☐ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number:

Social Security No.:

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Title

Name of Company



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

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is _____ and my _____
(Please print name of individual signing)

relationship to the entity named above is _____.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Bidder's Name/Signature	Company	Date
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LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

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

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

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

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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

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

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

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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

6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

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

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

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

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

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

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

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

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

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

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

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

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

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

MAIL 30 DAYS WRITTEN
LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

AGREEMENT FOR SCHOOL UNIFORMS

THIS AGREEMENT made on the ____ day of _____,
«Contract_Signature_Year», by and between:

CITY OF PEMBROKE PINES, a Florida municipal corporation, having its principal place of business at **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as "CITY" or "CHARTER SCHOOLS"),

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», having its principal place of business at «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as "VENDOR"). CITY and VENDOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates Charter elementary, middle and high schools with an approved dress code requiring uniforms including a logo trademarked and owned by the City; and

WHEREAS, the City wishes to utilize VENDOR as the provider for such uniforms for the City's CHARTER SCHOOLS; and

WHEREAS, on «Solicitation_Advertisement_Date» the City advertised Request for Proposals ("RFP") No. «Solicitation_Number» for the Charter Schools Uniform Contract and <<#_of_Proposals_Received_Written>> (<<#_of_Proposals_Received_Numerical>>) proposals were received; and

WHEREAS, the proposals were evaluated by the City's Evaluation Committee and, on «Commission_Award_Date», the City Commission voted to award a three (3) year Agreement to «Vendor_Name»; and

WHEREAS, the Parties intend to formalize this relationship pursuant to the terms and conditions as set forth in RFP No. «Solicitation_Number» for a three (3) year term.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, the CHARTER SCHOOLS and VENDOR agree as follows.

Section 1. Purpose of the Contract

1.1."Whereas" Clauses. The foregoing "WHEREAS" clauses are true and correct and are hereby incorporated into this Agreement.

1.2.Appointment of «Vendor_Name». The CHARTER SCHOOLS hereby grant «Vendor_Name» (hereinafter "VENDOR") the rights as the sole

provider to the students and faculty for the authorized and approved uniforms and/or school apparel for the students and faculty of CHARTER SCHOOLS in accordance with the terms and conditions of RFP No. «Solicitation_Number» and VENDOR's proposal thereto, which are attached hereto as **Exhibit "A"** and **Exhibit "B"**, respectively, and incorporated herein by reference. In the event of any conflict between the action of the City Commission, the terms of this Agreement, the RFP, or VENDOR's proposal, the order of priority shall be that the action of the City Commission shall prevail, then the terms of this Agreement, then the terms and conditions of the RFP, and lastly VENDOR's proposal.

1.3.General Purpose. VENDOR shall be responsible for all of the CHARTER SCHOOLS' uniforms/apparel and shall be the exclusive provider of all uniform items containing the City Logo.

Section 2. Commencement & Termination

2.1.Commencement and Term. This term of this Agreement is for **three (3) years**, with the date of commencement as noted above. This Agreement may be renewed for **one additional three (3) year** term upon mutual written consent of the Parties, **subject to approval by the City Commission**.

2.2. Termination. This Agreement shall terminate three (3) years from the date of commencement unless renewed. Either party may terminate this Agreement with or without cause. Termination without cause shall require the terminating party to provide ninety (90) days notice in writing to the other party of its intention to do so.

2.3. Breach. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party written notice, pursuant to Section 9.1 herein, of such Cause. If the Cause is remedied within thirty (30) days of receipt of notice, the notice shall be void. If such Cause is not remedied within thirty (30) days of receipt of notice, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. However, neither party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement when such failure is caused by conditions beyond the party's control such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes. Nothing in this paragraph modifies the Parties' right to terminate this Agreement by giving ninety (90) days notice in accordance with Section 2.2 above.

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

Section 3. Duties & Responsibilities of VENDOR

3.1. VENDOR agrees to provide a quality product in accordance with the specifications and at the prices provided in the VENDOR's proposal in the color and styles indicated therein and otherwise authorized by the CHARTER SCHOOL and with the logo as approved by the CHARTER SCHOOLS.

3.2. VENDOR shall use its best efforts to have sufficient uniforms ordered and available by the contract commencement date.

3.3. VENDOR agrees to have uniforms in all sizes available, including Husky and XXL pants and shorts throughout the school year.

3.4. VENDOR agrees to come to each CHARTER SCHOOL site at mutually convenient dates and times to be mutually agreed upon by the Parties as needed.

3.5. VENDOR agrees to use its current existing infrastructure within the City of Pembroke Pines to take sales orders, including Internet orders, order stock and deliver its products. VENDOR further agrees to use its best efforts to ensure that Internet ordering capabilities shall be operational by <<**Internet Order Operational Date**>>, however agrees that such operation shall be fully functional by <<**Internet Order Operational Date – Fully Functional**>>.

3.6. VENDOR agrees to make approved apparel products available to CHARTER SCHOOL students pursuant to the prices as provided in **Exhibit "C"**. All prices shall remain firm for the initial three (3) year term. VENDOR may request a price increase for any subsequent renewal period by submitting a fully documented written request at least ninety (90) days prior to the expiration of this Agreement. Requests for price increases shall be based upon the latest All Urban Consumer Price Index (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to the index of the same month of the prior year and negotiation with the City Manager, or his or her designee, **subject to approval by the City Commission**.

3.7. VENDOR agrees to employ a full-time inventory control manager to facilitate availability of their uniform supply for the students of the CHARTER SCHOOLS.

3.8. VENDOR agrees to respond to the students' or the CHARTER SCHOOLS' requests in a timely manner.

3.9. VENDOR agrees to provide suggestion boxes in each of the CHARTER SCHOOLS for feedback from the students and parents to improve service. Such service improvement shall only be implemented by VENDOR with the prior concurrence of CHARTER SCHOOLS.

3.10. VENDOR agrees to provide shipping and tracking service, through U.P.S. or a similar provider, of all uniform orders with daily pick-up and customer tracking.

3.11. VENDOR agrees to provide a Staff Representative to visit on-site at each of the CHARTER SCHOOLS campuses on a regular basis to meet the faculty's uniform needs.

3.12. VENDOR shall furnish all services, labor equipment and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

3.13. VENDOR hereby represents that VENDOR has the professional expertise, experience and manpower to perform the services to be provided by VENDOR pursuant to the terms of this Agreement.

3.14. VENDOR shall coordinate with Contract Administrator, as the Contract Administrator is identified in Section 11, on all operational issues related to this Agreement.

3.15. For the term of this Agreement, VENDOR shall pay CHARTER SCHOOLS a flat Franchise Fee in the amount of Twenty Percent (20%) of VENDOR's gross revenue of items sold during such time period containing the City's Logo. VENDOR shall also pay CHARTER SCHOOLS an additional Fifty Percent (50%) Franchise Fee for all Physical Education (P.E.)/Gym T-Shirts sold by VENDOR. In addition, VENDOR shall further pay CHARTER SCHOOLS an additional Ten Percent (10%) Franchise Fee for all Non-Logo Items sold by VENDOR including, but not limited to uniform shorts, skorts, pants and jackets without Logos.

3.16. VENDOR shall maintain the capability to charge a surcharge per item on all items containing the City's Logo. The amount of the surcharge shall be Five Dollars (\$5.00) as determined and adjusted by the City Commission in its sole discretion. This surcharge shall be payable by the VENDOR to the CHARTER SCHOOL along with all other monies owed pursuant to this Section quarterly within fifteen (15) days of the end of each quarter beginning with the quarter ending December 31, 2017.

Section 4. Duties & Responsibilities of CHARTER SCHOOLS

4.1. CHARTER SCHOOLS agree to notify VENDOR of relevant enrollment numbers as soon as reasonably possible.

4.2. CHARTER SCHOOLS shall approve the color, logo and style for the apparel to be provided by VENDOR to the CHARTER SCHOOL students and faculty.

Section 5. Insurance

5.1 VENDOR shall not commence performance hereunder until it has obtained all insurance required under this section and such insurance has been approved by the Risk Manager of the City nor shall the VENDOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 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 copies of which shall be attached hereto as **Exhibit "D"**. 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.

5.3 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 carrier will not agree to this notification, the VENDOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days receipt of insurer's notification of cancellation or reduction in coverage.

5.4 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.

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

5.6 REQUIRED INSURANCE

5.6.1 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

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.

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

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

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

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

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

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

5.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

5.6.5 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

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

5.6.7 Sexual Abuse may not be excluded from any policy.

5.7 REQUIRED ENDORSEMENTS

- 5.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 5.7.2 Waiver of all Rights of Subrogation against the CITY
- 5.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 5.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 5.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 5.7.6 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.

5.8 VENDOR 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.

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

Section 6. Accounting, Records & Audits.

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

Section 7. Indemnification

7.1.VENDOR agrees to indemnify and hold harmless the CHARTER SCHOOLS its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, including reasonable attorneys' fees and costs, liabilities, damages, orders, judgments, or decrees, sustained by the CHARTER SCHOOLS or any third party arising out of, or by reason of, or resulting from the VENDOR's acts, errors, or omissions, except to the extent caused by the negligence of the indemnified party.

7.2.The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the VENDOR and requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification, and the providing of such indemnification is deemed to be part of the specifications with respect to the services to be provided by VENDOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of

this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

Section 8. Proprietary Materials

8.1.VENDOR acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to CHARTER SCHOOLS are proprietary marks and VENDOR will not use the marks for any purpose except as expressly permitted in writing by CHARTER SCHOOLS. Upon termination of this Agreement, VENDOR shall (a) immediately and permanently discontinue the use and display of any marks and (b) immediately remove CHARTER SCHOOLS goods bearing any marks.

Section 9. Notices

9.1.Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, postage pre-paid, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this Article. For emergency situations, notice may be sent by hand-delivery or overnight courier. Either party may change the address at which notice is to be given by giving notice as provided in this Article. For the present, the parties designate the following as the respective places for giving of notice:

To CHARTER SCHOOLS: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Office of the City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Phone: 954-771-4500
Fax: 954-771-4923

VENDOR: «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

Section 10. Independent Contractor

10.1. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the VENDOR is an independent contractor under this Agreement and not the CHARTER SCHOOLS' 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 VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with the CHARTER SCHOOLS, or United States policies, rules or regulations relating to the use of VENDOR's Funds provided for herein. The VENDOR agrees that it is a separate and independent enterprise from the CHARTER SCHOOLS, 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 VENDOR and the CHARTER SCHOOLS and the CHARTER SCHOOLS will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 11. Designation of School Contacts

11.1. Contract Administrator. Contract Administrator has been designated to act as a liaison between the school and VENDOR under this Agreement for all operational issues.

11.1.1. Charter High School: Peter Bayer

11.1.2 Elementary and Middle Charter Schools: Sean Chance

Section 12. Assignments; Amendments

12.1. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

12.2. 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.

Section 13. No Contingent Fees

13.1. VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR 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 VENDOR 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, the CHARTER SCHOOLS 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.

Section 14. Binding Authority

14.1. 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.

Section 15. Headings

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

Section 16. Exhibits

16.1. 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.

Section 17. Waiver

17.1. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

Section 18. Legal Representation

18.1. 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.

Section 19. Severability

19.1. 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, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

Section 20. Governing Law

20.1. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

Section 21. Extent of Agreement

21.1. This Agreement represents the entire and integrated agreement between the CHARTER SCHOOLS and the VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 22. Attorney's Fees

22.1. In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available herein or in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

Section 23. Public Entities Crime Act

23.1. As required by Florida law, VENDOR shall execute that document attached hereto as **Exhibit "E"** at or prior to commencement of this Agreement verifying that VENDOR has not been convicted of a public entities crime as provided in §287.133, Florida Statutes.

23.2. VENDOR acknowledges the existence of Section 287.133(2) (a), Florida Statutes, ("Public Entity Crimes Act") which provides, in part, that 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 CHARTER SCHOOLS, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CHARTER SCHOOLS, and may not transact business with CHARTER SCHOOLS for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by VENDOR shall result in immediate termination of this Agreement by CHARTER

SCHOOLS without penalty or regard to the notice requirements of Section 2 hereinabove.

Section 24. Compliance with Statutes

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

Section 25. Public Records

25.1. 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:

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

25.1.2 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;

25.1.3 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

25.1.4 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.

25.2. 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.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

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

CITY

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

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

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

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

Authorized Signature

Authorized Signer Name

Company Name

DRESS CODE POLICY 2016-2017

The Pembroke Pines Charter Schools have a mandatory uniform dress code policy. We believe that students have the right to attend a safe and secure school where the focus is on academics. It is the intent of the school program that students be dressed and groomed in an appropriate manner that will not interfere with or distract from the school environment or disrupt the educational process. Clothing should follow the dress code in place for the Charter Schools.

1. All students must wear one of the approved uniform outfits. Secondary students must have their ID visibly worn at all times. Students must replace IDs that are damaged.
2. Shirts (for students in grades K-8) must be tucked in at all times while on campus. Uniform shirts:
 - Must have a collar
 - Must be solid-colored
 - Must comply with the approved school colors.
3. All clothing should fit properly and worn correctly. Revealing clothing or clothing that exposes the torso is not allowed. Denim leggings, jeggings are not allowed. Clothing that exposes the upper thigh including shorts that are rolled up/in are not allowed. Hemmed shorts that are not shorter than mid-thigh, including walking shorts, Bermuda shorts, and split skirts (culottes), are allowed.
4. Uniform bottoms must be solid colored navy blue for Elementary and Middle School students, and solid-colored Khaki for High School students. If the uniform bottom has belt loops, a brown or black belt must be worn. Trousers and belts must be secured at the waist.
5. Jackets/sweatshirts may be worn to school, but must comply with the school colors (solid navy blue, maroon, gray, white). Also, undershirts must be navy blue, maroon, gray, black or white and must be solid with no markings or logos.
6. Sneakers or flat-heeled shoes with enclosed toes and backs are allowed. The following are examples of what is not allowed: backless style shoes, open toed shoes of any type, high platform shoes, or slippers, distracting or mismatched footwear or socks is not allowed.
7. All secondary students enrolled in Physical Education classes will be required to wear a PE uniform tee shirt with the school logo. This shirt will be available for purchase at Planet-T Uniforms.
8. Clothing, jewelry, buttons, haircuts, and other items or markings which are offensive, revealing, suggestive or indecent, associated with gangs or cults, use of drugs, alcohol or violence, or support discrimination on the basis of age, color, disability, ethnicity, gender, linguistic differences, national origin, race, religion, socioeconomic background or sexual orientation are NOT ALLOWED.
9. Any articles of jewelry or clothing that may cause injury, including, but not limited to, belts, collars or bracelets with spikes of any sort, heavy link chains, and wallet chains hanging off belt loops or side/back pockets are NOT ALLOWED.
10. Any hair style that interferes with the learning environment including unnatural hair coloring, e.g. green/orange/purple/red/blue, etc., are NOT ALLOWED.
11. This dress code policy allows reasonable accommodations based on a student's religion, disability, or medical condition.

Historical Revenues and Sales Quantities
July 2015 - June 2016

		Total Sales in Units														
Ref. #	Description	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Total	Base Price	Extended Amount
1	S/S Youth Polos - Elem.	2067	3858	326	109	45	31	145	90	56	38	26	211	7002	\$ 13.50	\$ 94,527.00
2	S/S Youth Polos - Middle	1048	2233	116	61	20	16	26	24	14	7	8	89	3662	\$ 13.50	\$ 49,437.00
3	S/S Youth Polos - High	689	2112	71	29	13	8	24	16	10	20	8	77	3077	\$ 13.50	\$ 41,539.50
4	S/S Adult Polos - Elem.	0	4	0	0	0	0	0	0	0	0	8	0	12	\$ 14.90	\$ 178.80
5	S/S Adult Polos - Middle	28	125	10	13	0	2	0	2	0	1	0	0	181	\$ 14.90	\$ 2,696.90
6	S/S Adult Polos - High	109	547	26	3	21	5	7	1	10	4	0	1	734	\$ 14.90	\$ 10,936.60
7	L/S Youth Polos - All Schools	55	307	44	26	52	32	129	50	10	13	3	13	734	\$ 14.90	\$ 10,936.60
8	L/S Adult Polos - All Schools	2	0	0	0	2	12	4	2	0	0	0	0	22	\$ 15.90	\$ 349.80
9	Jackets Youth - Elem. & Mid.	119	327	40	22	41	32	127	53	8	4	1	14	788	\$ 22.90	\$ 18,045.20
10	Jackets Adult - Elem. & Mid.	6	11	1	3	3	0	10	2	0	1	0	0	37	\$ 24.90	\$ 921.30
11	Crew Neck Sweat Shirt Elem & Middle Youth	18	98	14	7	8	0	44	10	4	1	2	5	211	\$ 13.90	\$ 2,932.90
12	Crew Neck Sweat Shirt High Youth	33	81	11	6	4	1	7	1	2	2	0	2	150	\$ 13.90	\$ 2,085.00
13	Crew Neck Sweat Shirt Elem & Middle Adult	2	41	9	4	5	1	7	3	0	1	0	0	73	\$ 15.90	\$ 1,160.70
14	Crew Neck Sweat Shirt High Adult	36	154	14	7	7	5	12	4	2	0	0	5	246	\$ 15.90	\$ 3,911.40
15	Fleece Jacket Elementary & Middle Youth	2	1	0	0	0	0	0	0	0	0	0	0	3	\$ 27.90	\$ 83.70
16	Fleece Jacket Elementary & Middle Adult	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30.90	\$ -
17	Ripstop Jacket Youth	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 24.90	\$ -
18	Ripstop Jacket Adult	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 28.90	\$ -
19	Windbreaker Youth	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 12.90	\$ -
20	PE Shirt Middle & High	125	879	165	108	35	16	165	13	41	11	5	10	1573	\$ 12.90	\$ 20,291.70
21	PE Short Middle & High 7"	90	429	78	63	23	5	107	8	19	9	2	8	841	\$ 12.90	\$ 10,848.90
22	PE Short Middle & High 9"	21	322	62	17	17	7	52	1	13	7	0	2	521	\$ 13.90	\$ 7,241.90
23	Shorts	1421	2762	138	76	85	46	204	148	119	108	49	157	5313	\$ -	\$ -
24	Skorts	431	647	51	27	24	6	30	28	23	24	13	45	1349	\$ -	\$ -
25	Pants	432	703	52	36	81	69	218	81	29	26	14	44	1785	\$ -	\$ -
26	Jackets without Logos	3	18	0	0	0	0	13	4	2	0	0	1	41	\$ -	\$ -
	Total	6737	15659	1228	617	486	294	1331	541	362	277	139	684	28355		\$ 278,124.90

		Total Sales in Dollars (for Non-Logo Items)														
Ref. #	Description	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Total	Base Price	Extended Cost
23	Shorts	\$ 18,609.74	\$ 39,637.92	\$ 2,034.20	\$ 1,150.40	\$ 1,243.50	\$ 695.40	\$ 3,169.60	\$ 2,266.20	\$ 1,825.10	\$ 1,652.20	\$ 754.10	\$ 2,110.44	\$ 75,148.80	N/A	\$ 75,148.80
24	Skorts	\$ 5,991.06	\$ 8,700.54	\$ 658.90	\$ 348.30	\$ 309.60	\$ 77.40	\$ 387.00	\$ 361.20	\$ 296.70	\$ 309.60	\$ 167.70	\$ 595.36	\$ 18,203.36	N/A	\$ 18,203.36
25	Pants	\$ 6,012.38	\$ 11,577.11	\$ 890.80	\$ 633.40	\$ 1,472.90	\$ 1,257.10	\$ 3,795.47	\$ 1,472.90	\$ 492.10	\$ 476.40	\$ 241.60	\$ 640.00	\$ 28,962.16	N/A	\$ 28,962.16
26	Jackets without Logos	\$ 108.40	\$ 912.20	\$ 85.40	\$ -	\$ -	\$ -	\$ 278.70	\$ 85.60	\$ 36.80	\$ -	\$ -	\$ 17.90	\$ 1,525.00	N/A	\$ 1,525.00
	Total	\$ 30,721.58	\$ 60,827.77	\$ 3,669.30	\$ 2,132.10	\$ 3,026.00	\$ 2,029.90	\$ 7,630.77	\$ 4,185.90	\$ 2,650.70	\$ 2,438.20	\$ 1,163.40	\$ 3,363.70	\$ 123,839.32		

Historical Revenues and Sales Quantities
July 2015 - June 2016

Ref. #	Description	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 18,905.40	\$ 35,010.00	\$ 18.50
2	S/S Youth Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 9,887.40	\$ 18,310.00	\$ 18.50
3	S/S Youth Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 8,307.90	\$ 15,385.00	\$ 18.50
4	S/S Adult Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 35.76	\$ 60.00	\$ 19.90
5	S/S Adult Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 539.38	\$ 905.00	\$ 19.90
6	S/S Adult Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,187.32	\$ 3,670.00	\$ 19.90
7	L/S Youth Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,187.32	\$ 3,670.00	\$ 19.90
8	L/S Adult Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 69.96	\$ 110.00	\$ 20.90
9	Jackets Youth - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 3,609.04	\$ 3,940.00	\$ 27.90
10	Jackets Adult - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 184.26	\$ 185.00	\$ 29.90
11	Crew Neck Sweat Shirt Elem & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 586.58	\$ 1,055.00	\$ 18.90
12	Crew Neck Sweat Shirt High Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 417.00	\$ 750.00	\$ 18.90
13	Crew Neck Sweat Shirt Elem & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 232.14	\$ 365.00	\$ 20.90
14	Crew Neck Sweat Shirt High Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 782.28	\$ 1,230.00	\$ 20.90
15	Fleece Jacket Elementary & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 16.74	\$ 15.00	\$ 32.90
16	Fleece Jacket Elementary & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 35.90
17	Ripstop Jacket Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 29.90
18	Ripstop Jacket Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 33.90
19	Windbreaker Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 17.90
20	PE Shirt Middle & High	B) P.E. T-Shirt	50%	\$ -	\$ 10,145.85	\$ -	\$ 12.90
21	PE Short Middle & High 7"	D) Logo Item/P.E.	20%	\$ -	\$ 2,169.78	\$ -	\$ 12.90
22	PE Short Middle & High 9"	D) Logo Item/P.E.	20%	\$ -	\$ 1,448.38	\$ -	\$ 13.90
23	Shorts	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
24	Skorts	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
25	Pants	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
26	Jackets without Logos	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
	Total				\$ 61,712.49	\$ 84,660.00	

Ref. #	Description	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
23	Shorts	C) Non-Logo Item	10%	\$ -	\$ 7,514.88	\$ -	N/A
24	Skorts	C) Non-Logo Item	10%	\$ -	\$ 1,820.34	\$ -	N/A
25	Pants	C) Non-Logo Item	10%	\$ -	\$ 2,896.22	\$ -	N/A
26	Jackets without Logos	C) Non-Logo Item	10%	\$ -	\$ 152.50	\$ -	N/A
	Total				\$ 12,383.93	\$ -	

Total Revenue from Franchise Fees and Surcharge \$ 158,756.42

Historical Revenues and Sales Quantities
July 2014 - June 2015

		Total Sales in Units														
Ref. #	Description	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Total	Base Price	Extended Amount
1	S/S Youth Polos - Elem.	1978	3594	230	145	32	35	110	92	51	31	56	226	6580	\$ 13.50	\$ 88,830.00
2	S/S Youth Polos - Middle	1084	2370	88	43	18	7	23	23	24	15	10	116	3821	\$ 13.50	\$ 51,583.50
3	S/S Youth Polos - High	851	1832	142	51	11	12	68	24	12	13	20	49	3085	\$ 13.50	\$ 41,647.50
4	S/S Adult Polos - Elem.	4	0	0	0	0	0	1	1	1	0	0	0	7	\$ 14.90	\$ 104.30
5	S/S Adult Polos - Middle	54	154	4	0	0	0	5	1	6	5	4	0	233	\$ 14.90	\$ 3,471.70
6	S/S Adult Polos - High	128	593	19	3	1	4	22	12	0	4	2	6	794	\$ 14.90	\$ 11,830.60
7	L/S Youth Polos - All Schools	61	65	28	20	63	33	21	17	8	2	2	9	329	\$ 14.90	\$ 4,902.10
8	L/S Adult Polos - All Schools	2	6	2	0	0	0	0	0	0	3	0	0	13	\$ 15.90	\$ 206.70
9	Jackets Youth - Elem. & Mid.	106	294	35	52	104	38	25	45	4	8	5	9	725	\$ 22.90	\$ 16,602.50
10	Jackets Adult - Elem. & Mid.	5	4	0	1	2	0	0	0	0	0	0	0	12	\$ 24.90	\$ 298.80
11	Crew Neck Sweat Shirt Elem & Middle Youth	32	105	18	17	36	11	24	23	4	2	2	4	278	\$ 13.90	\$ 3,864.20
12	Crew Neck Sweat Shirt High Youth	44	115	23	11	10	6	12	10	1	0	0	3	235	\$ 13.90	\$ 3,266.50
13	Crew Neck Sweat Shirt Elem & Middle Adult	7	36	10	5	11	3	2	10	1	2	0	0	87	\$ 15.90	\$ 1,383.30
14	Crew Neck Sweat Shirt High Adult	43	117	15	7	13	3	5	17	0	0	1	0	221	\$ 15.90	\$ 3,513.90
15	Fleece Jacket Elementary & Middle Youth	1	2	0	1	3	4	5	0	0	0	0	0	16	\$ 27.90	\$ 446.40
16	Fleece Jacket Elementary & Middle Adult	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30.90	\$ -
17	Ripstop Jacket Youth	4	2	0	0	3	0	0	0	0	0	0	0	9	\$ 24.90	\$ 224.10
18	Ripstop Jacket Adult	0	1	0	0	0	0	0	0	0	0	0	0	1	\$ 28.90	\$ 28.90
19	Windbreaker Youth	1	2	1	0	0	0	0	0	0	0	0	0	4	\$ 12.90	\$ 51.60
20	PE Shirt Middle & High	134	1005	115	91	29	18	162	23	57	12	10	13	1669	\$ 12.90	\$ 21,530.10
21	PE Short Middle & High 7"	86	533	53	43	13	12	91	3	35	3	2	11	885	\$ 12.90	\$ 11,416.50
22	PE Short Middle & High 9"	18	241	55	17	15	3	57	15	18	11	10	0	460	\$ 13.90	\$ 6,394.00
23	Shorts	1515	3216	97	122	55	41	166	128	97	119	70	149	5775	\$ -	\$ -
24	Skorts	517	810	28	17	20	13	39	35	17	20	13	68	1597	\$ -	\$ -
25	Pants	416	804	22	69	142	120	126	103	29	160	10	54	2055	\$ -	\$ -
26	Jackets without Logos	9	10	5	1	3	0	0	0	0	0	0	3	31	\$ -	\$ -
	Total	7100	15911	990	716	584	363	964	582	365	410	217	720	28922		\$ 271,597.20

		Total Sales in Dollars (for Non-Logo Items)														
Ref. #	Description	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Total	Base Price	Extended Cost
23	Shorts	\$ 21,785.08	\$ 48,520.80	\$ 1,436.30	\$ 1,845.52	\$ 832.50	\$ 609.90	\$ 2,488.40	\$ 1,929.40	\$ 1,482.30	\$ 1,814.30	\$ 1,023.50	\$ 1,928.66	\$ 85,696.66	N/A	\$ 85,696.66
24	Skorts	\$ 6,674.98	\$ 10,443.40	\$ 361.75	\$ 226.02	\$ 263.00	\$ 168.70	\$ 511.10	\$ 454.50	\$ 219.30	\$ 258.00	\$ 165.58	\$ 867.48	\$ 20,613.81	N/A	\$ 20,613.81
25	Pants	\$ 6,920.34	\$ 14,784.15	\$ 391.80	\$ 1,249.66	\$ 2,564.95	\$ 2,116.10	\$ 2,312.40	\$ 1,870.90	\$ 412.90	\$ 270.50	\$ 127.22	\$ 745.66	\$ 33,766.58	N/A	\$ 33,766.58
26	Jackets without Logos	\$ 205.10	\$ 218.00	\$ 104.50	\$ 20.90	\$ 69.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62.70	\$ 680.90	N/A	\$ 680.90
	Total	\$ 35,585.50	\$ 73,966.35	\$ 2,294.35	\$ 3,342.10	\$ 3,730.15	\$ 2,894.70	\$ 5,311.90	\$ 4,254.80	\$ 2,114.50	\$ 2,342.80	\$ 1,316.30	\$ 3,604.50	\$ 140,757.95		

Historical Revenues and Sales Quantities
July 2014 - June 2015

Ref. #	Description	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 17,766.00	\$ 32,900.00	\$ 18.50
2	S/S Youth Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 10,316.70	\$ 19,105.00	\$ 18.50
3	S/S Youth Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 8,329.50	\$ 15,425.00	\$ 18.50
4	S/S Adult Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 20.86	\$ 35.00	\$ 19.90
5	S/S Adult Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 694.34	\$ 1,165.00	\$ 19.90
6	S/S Adult Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,366.12	\$ 3,970.00	\$ 19.90
7	L/S Youth Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 980.42	\$ 1,645.00	\$ 19.90
8	L/S Adult Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 41.34	\$ 65.00	\$ 20.90
9	Jackets Youth - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 3,320.50	\$ 3,625.00	\$ 27.90
10	Jackets Adult - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 59.76	\$ 60.00	\$ 29.90
11	Crew Neck Sweat Shirt Elem & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 772.84	\$ 1,390.00	\$ 18.90
12	Crew Neck Sweat Shirt High Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 653.30	\$ 1,175.00	\$ 18.90
13	Crew Neck Sweat Shirt Elem & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 276.66	\$ 435.00	\$ 20.90
14	Crew Neck Sweat Shirt High Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 702.78	\$ 1,105.00	\$ 20.90
15	Fleece Jacket Elementary & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 89.28	\$ 80.00	\$ 32.90
16	Fleece Jacket Elementary & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 35.90
17	Ripstop Jacket Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 44.82	\$ 45.00	\$ 29.90
18	Ripstop Jacket Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 5.78	\$ 5.00	\$ 33.90
19	Windbreaker Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 10.32	\$ 20.00	\$ 17.90
20	PE Shirt Middle & High	B) P.E. T-Shirt	50%	\$ -	\$ 10,765.05	\$ -	\$ 12.90
21	PE Short Middle & High 7"	D) Logo Item/P.E.	20%	\$ -	\$ 2,283.30	\$ -	\$ 12.90
22	PE Short Middle & High 9"	D) Logo Item/P.E.	20%	\$ -	\$ 1,278.80	\$ -	\$ 13.90
23	Shorts	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
24	Skorts	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
25	Pants	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
26	Jackets without Logos	C) Non-Logo Item	10%	\$ -	\$ -	\$ -	\$ -
	Total				\$ 60,778.47	\$ 82,250.00	

Ref. #	Description	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
23	Shorts	C) Non-Logo Item	10%	\$ -	\$ 8,569.67	\$ -	N/A
24	Skorts	C) Non-Logo Item	10%	\$ -	\$ 2,061.38	\$ -	N/A
25	Pants	C) Non-Logo Item	10%	\$ -	\$ 3,376.66	\$ -	N/A
26	Jackets without Logos	C) Non-Logo Item	10%	\$ -	\$ 68.09	\$ -	N/A
	Total				\$ 14,075.80	\$ -	

Total Revenue from Franchise Fees and Surcharge \$ 157,104.27

Proposal Form

Ref. #	Description	Est. Sales in Units	Base Price	Extended Amount	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	7002		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
2	S/S Youth Polos - Middle	3662		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
3	S/S Youth Polos - High	3077		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
4	S/S Adult Polos - Elem.	12		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
5	S/S Adult Polos - Middle	181		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
6	S/S Adult Polos - High	734		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
7	L/S Youth Polos - All Schools	734		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
8	L/S Adult Polos - All Schools	22		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
9	Jackets Youth - Elem. & Mid.	788		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
10	Jackets Adult - Elem. & Mid.	37		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
11	Crew Neck Sweat Shirt Elem & Middle Youth	211		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
12	Crew Neck Sweat Shirt High Youth	150		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
13	Crew Neck Sweat Shirt Elem & Middle Adult	73		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
14	Crew Neck Sweat Shirt High Adult	246		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
15	Fleece Jacket Elementary & Middle Youth	3		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
16	Fleece Jacket Elementary & Middle Adult	0		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
17	Ripstop Jacket Youth	0		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
18	Ripstop Jacket Adult	0		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
19	Windbreaker Youth	0		\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ -
20	PE Shirt Middle & High	1573		\$ -	B) P.E. T-Shirt	50%	\$ -	\$ -	\$ -	\$ -
21	PE Short Middle & High 7"	841		\$ -	D) Logo Item/P.E.	20%	\$ -	\$ -	\$ -	\$ -
22	PE Short Middle & High 9"	521		\$ -	D) Logo Item/P.E.	20%	\$ -	\$ -	\$ -	\$ -
	Total	19867		\$ -				\$ -	\$ -	

Revenue from Franchise Fees and Surcharge (Not Including Non-Logo Items) \$
-

Note - Estimated Sales in Units above are based on actuals of the 2015-16 Charter School FY, not including the Non-Logo Items.

Please make sure to complete the "Base Price" (Yellow column) for each item. In addition, please make sure to save this excel sheet with the completed information and upload and submit the file as part of your proposal/response on the BidSync website.



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

June 8, 2017

RFP # ED-17-04

Addendum # 1
City of Pembroke Pines
RFP # ED-17-04 "Charter School Uniforms"

A) UNIFORM LOGOS

Attached to this addendum you will find the Attachment P "Charter School Uniform Logos"

B) UNIFORM COLORS

Section 1.6.3 of the RFP is hereby revised as shown below:

1.6.3 COLORS

Colors to stay as currently used in Charter Schools System, and as shown below:

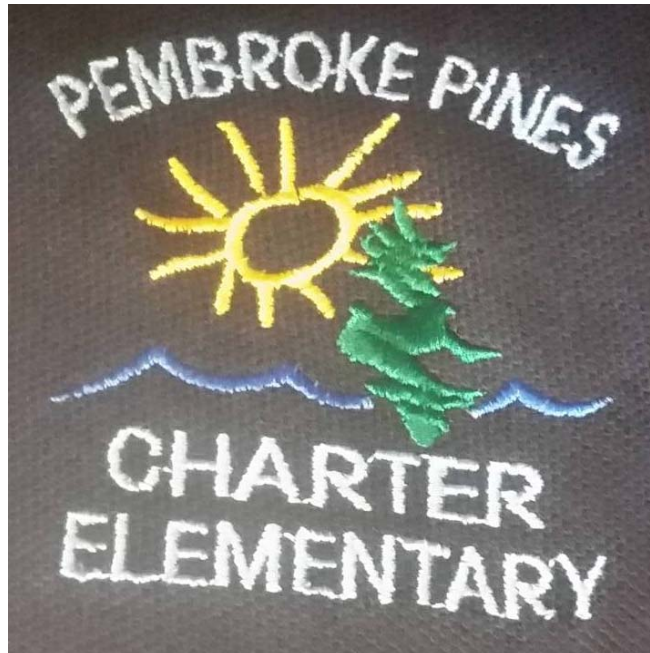
Grade Level	Tops	Bottoms
Elementary	White, Navy, Light Blue, Hunter Green	Navy
Middle	White, Navy, <u>Royal Blue</u> , Burgundy, Gray	Navy
High	White, Black, Burgundy, Gray	Khaki

[In addition, colors are subject to change upon request of the City/Charter Schools.](#)

Mark Gomes
Purchasing Manager
City of Pembroke Pines

Charter School Uniform Logos

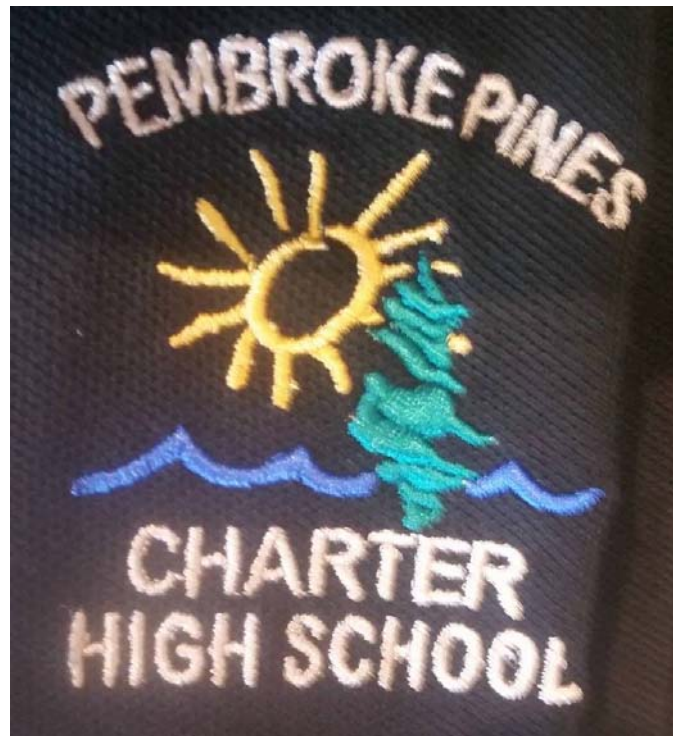
A) Logo for Elementary School Polos



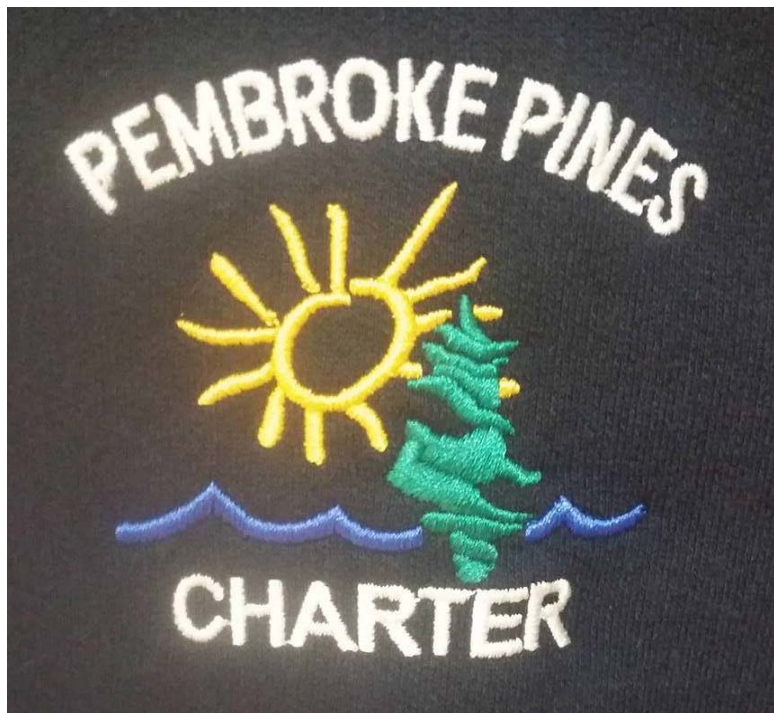
B) Logo for Middle School Polos



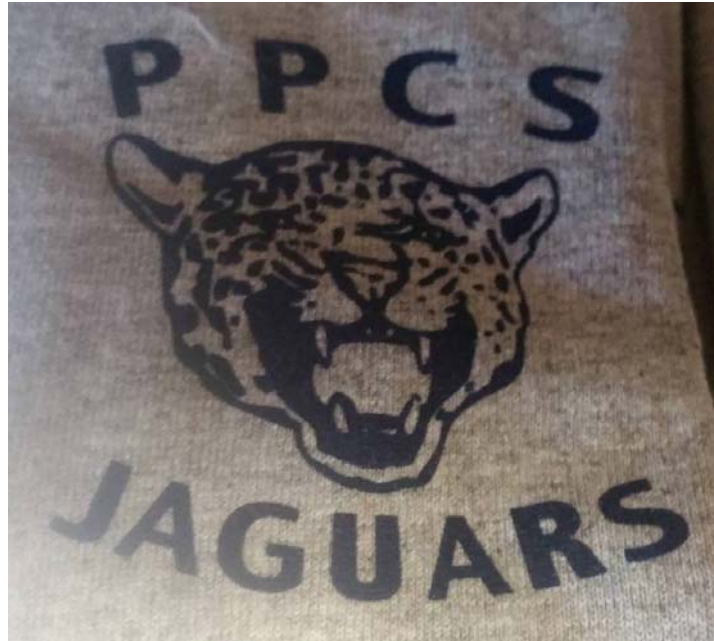
C) Logo for High School Polos



D) Logo for Jackets, Crew Neck Sweat Shirts, Fleece Jackets, Ripstop Jackets, and Windbreakers



E) Logo for P.E. T-Shirts



F) Logo for P.E. Shorts



[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #ED-17-04 - Charter School Uniforms    

Time Left	closed	# of offers	2
Bid Started	May 23, 2017 8:04:56 AM EDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jun 20, 2017 2:00:00 PM EDT	# of suppliers viewed	85  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 7
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations		
	City of Pembroke Pines		
	No Location Specified		
	Qty 1		
	Expected Expenditure n/a		
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](#)

Description

Bid Number	ED-17-04
Title	Please upload & submit all required documents here.
Contract Duration	3 years
Contract Renewal	See Specifications
Prices Good for	3 years
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, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Vendor, to provide school uniform services for approximately 5,900 students of the City of Pembroke Pines Charter Schools, in accordance with the terms, conditions, and specifications contained in this solicitation. The successful vendor will be afforded the exclusive right to provide school uniforms with logos as more particularly set forth below to the

City's Charter School students during the term of the agreement.



















Vendor shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this agreement and all work pursuant to this agreement shall be done in a professional manner.

Description

Please upload & submit all required documents here. This includes, but is not limited to, all items requested under section 1.8 of the RFP package, including the Completed Excel File for "Attachment O - Proposal Form."

Documents

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1.  ED-17-04 Charter School Uniforms.pdf [download] | <input checked="" type="checkbox"/> 2.  Attachment A - Contact Information Form.docx [download] |
| <input checked="" type="checkbox"/> 3.  Attachment B - Vendor Information Form and a W-9.pdf [download] | <input checked="" type="checkbox"/> 4.  Attachment C - Non-Collusive Affidavit [download] |
| <input checked="" type="checkbox"/> 5.  Attachment D - Sworn Statement on Public Entity Crimes [download] | <input checked="" type="checkbox"/> 6.  Attachment E - Local Vendor Preference Certification [download] |
| <input checked="" type="checkbox"/> 7.  Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download] | <input checked="" type="checkbox"/> 8.  Attachment G - Equal Benefits Certification Form [download] |
| <input checked="" type="checkbox"/> 9.  Attachment H - Proposers Qualifications Statement [download] | <input checked="" type="checkbox"/> 10.  Attachment I - Sample Insurance Certificate.pdf [download] |
| <input checked="" type="checkbox"/> 11.  Attachment I - Specimen Contract.pdf [download] | <input checked="" type="checkbox"/> 12.  Attachment K - References Form [download] |
| <input checked="" type="checkbox"/> 13.  Attachment L - Vendor Drug-Free Workplace Certification Form.docx [download] | <input checked="" type="checkbox"/> 14.  Attachment M - PPCS 2016-17 Dress Code Policy.pdf [download] |
| <input checked="" type="checkbox"/> 15.  Attachment N - Historical Revenues and Sales Quantities for FY 2015 2016.pdf [download] | <input checked="" type="checkbox"/> 16. Attachment O - Proposal Form.xlsx [download] |
| <input type="checkbox"/>  Addendum # 1 (2 documents) | |
| <input checked="" type="checkbox"/> 1.  ED-17-04 - Addendum 1.pdf [download] | <input checked="" type="checkbox"/> 2.  Attachment P - Charter School Uniform Logos.pdf [download] |

 = Included in Bid Packet  = Excluded from Bid Packet

Addendum #1 - Made On Jun 8, 2017 3:01:51 PM EDT

New Documents

ED-17-04 - Addendum 1.pdf
Attachment P - Charter School Uniform Logos.pdf

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

[Home](#) | [Bid Search](#) | [Bids](#) | [Orders](#) | [Tools](#) | [Support](#) | [Privacy](#) | [Logout](#)



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Question and Answers for Bid #ED-17-04 - Charter School Uniforms

Create New Question

Question Deadline: Jun 5, 2017 8:30:00 PM EDT

Overall Bid Questions

Question 1

Hello There,

Do we need to register with the city of Pembroke Pines to bid on this project? If so, could you please advise procedure....

Marco Mora

Fine Awards & Promos

National Sales Manager

PH: 954-843-0850 (Submitted: May 24, 2017 12:16:41 PM EDT)

[edit](#)



Answer

- No, you just need to register on BidSync and follow the instructions in the RFP package and submit the requested documentation. (Answered: May 25, 2017 10:18:15 PM EDT)

Add to Answer:

Question 2

Can you please upload the logos that will be required to embroider and print OR advise the stitch count and thread color. Thank you! (Submitted: Jun 5, 2017 1:08:23 PM EDT)

[edit](#)



Answer

- Please see Addendum # 1 which includes Attachment P "Charter School Uniform Logos" (Answered: Jun 8, 2017 3:03:04 PM EDT)

Add to Answer:

Question 3

Would a bid be considered from a vendor with a retail location that is 30 minutes away from the furthest school? It is outside of the Pembroke Pines City Limits. (Submitted: Jun 5, 2017 7:38:46 PM EDT)

[edit](#)



Answer

- No. (Answered: Jun 6, 2017 2:55:41 PM EDT)

Add to Answer:

Question 4

Due to the fact that this contract is to start in the month of November of 2018. Would it be acceptable to service the schools on site with a portable, pop-up, store on wheels? in addition to online shopping with free shipping and returns. Typically parents/guardians purchase uniforms during the months of June-August. We would open a retail store front in June 2018 as per RFP and keep it open during term of contracts. (Submitted: Jun 5, 2017 7:46:31 PM EDT)

[edit](#)



Answer

- No. (Answered: Jun 6, 2017 2:55:41 PM EDT)

Add to Answer:

Question 5

Would the City of Pemroke Pines consider higher commission and/or franchise fees in exchange to be serviced fully online? (Submitted: Jun 5, 2017 7:56:23 PM EDT)

[edit](#) 

Answer

- No. (Answered: Jun 6, 2017 2:55:41 PM EDT)

Add to Answer:

Question 6

How many colors is the silkscreen on the PE wear? (Submitted: Jun 5, 2017 8:00:27 PM EDT)

[edit](#) 

Answer

- Please see Addendum # 1 which includes Attachment P "Charter School Uniform Logos" (Answered: Jun 8, 2017 3:03:04 PM EDT)

Add to Answer:

Question 7

Due to the fact that this contract is to start in the month of November of 2017. Would it be acceptable to service the schools on site with a portable, pop-up, store on wheels? in addition to online shopping with free shipping and returns. Typically parents/guardians purchase uniforms during the months of June-August. We would open a retail store front in June 2018 as per RFP and keep it open during term of contracts (Submitted: Jun 5, 2017 8:03:17 PM EDT)

[edit](#) 

Answer

- No. (Answered: Jun 6, 2017 2:55:41 PM EDT)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

PLanet T Uniforms, Inc

Bid Contact **Maria Trotto-Mark**
planettuniforms@bellsouth.net
Ph 954-538-0066
Fax 954-499-7049

Address **2214 N Flamingo Road**
Pembroke Pines, FL 33028

Supplier Code 225897

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
ED-17-04--01-01	Please upload & submit all required documents here.	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total					\$0.00	

PLanet T Uniforms, Inc

Item: **Please upload & submit all required documents here.**

Attachments

Attachment B Vendor Information Form and W-9.pdf

Planet T Uniforms Professional Licenses.pdf

Planet T Uniforms Response to RFP ED-17-04.pdf

Planet T Uniforms Price Chart Attachment O.xlsx



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	Planet T Uniforms, Inc.		
Legal Name (as filed with IRS)	Planet T Uniforms, Inc.		
Remit-to Address (For Payments)	2214 N Flamingo Road Pembroke Pines, FL 33028		
Remit-to Contact Name:	Maria Trotto-Mark	Title:	Vice- President
Email Address:	maria@planetuniforms.com		
Phone #:	954-538-0066	Fax #	954-499-7049
Order-from Address (For purchase orders)	2214 N Flamingo Road Pembroke Pines, FL 33028		
Order-from Contact Name:	Maria Trotto-Mark	Title:	Vice- President
Email Address:	info@uniformsbyplanet.com		
Phone #:	954-538-0066	Fax #	954-499-7049
Return-to Address (For product returns)	2214 N Flamingo Road Pembroke Pines, FL 33028		
Return-to Contact Name	Maria Trotto-Mark	Title:	Vice- President
Email Address:	info@uniformsbyplanet.com		
Phone #:	954-538-0066	Fax #	954-499-7049
Payment Terms:	Net 30 days		

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

- ☒ Corporation
☐ Sole Proprietorship/Individual
☐ Partnership
☐ Health Care Service Provider
☐ LLC – C (C corporation) – S (S corporation) – P (partnership)
☐ Other (Specify):

Federal ID Number: 65-1228704

Social Security No.:

Name of Applicant / Signature

Title of Applicant Vice-President

Date June 15, 2017

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

2 Business name/disregarded entity name, if different from above
Planet T Uniforms, Inc.

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2214 N Flamingo Road

6 City, state, and ZIP code
Pembroke Pines, FL 33028

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

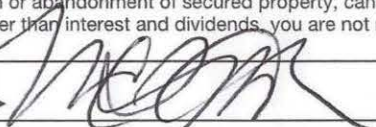
6	5	-	1	2	2	8	7	0	4
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **6/15/2017**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



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002601

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or the superceding revenue procedure for the year at issue).



2017 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/16

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2017

Business Name and Location Address

Certificate Number

PLANET T UNIFORMS INC
2214 N FLAMINGO RD
PEMBROKE Pines, FL 33028-3502

16-8013124131-9

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20080957/01
RECEIPT-NO: 163260

RECEIPT-YEAR: OCTOBER 1, 2016 thru SEPTEMBER 30, 2017

BUS-NAME : PLANET T. UNIFORM, INC.
BUS-ADDR : 2214-2216 N FLAMINGO RD
PEMBROKE PINES FL 33028-3502

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



BUS-DESCR : MERCHANT-SALES OF SCHOOL UNIFORMS

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
MER MERCHANT - RETAIL	99,000	10/01/2016		P/Pines
SIGN BUSINESS SIGN	1	10/01/2016		P/Pines

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**DBA:**
Business Name: PLANET T UNIFORMS INC**Receipt #:** 333-271670
Business Type: CLOTHING/SHOE RETAIL**Owner Name:** PLANET T UNIFORMS INC
Business Location: 2214 N FLAMINGO RD
PEMBROKE PINES
Business Phone: 954-538-0066**Business Opened:** 09/10/2015
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees

Machines

Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:PLANET T UNIFORMS INC
2214 N FLAMINGO RD
PEMBROKE PINES, FL 33028**Receipt #** 1CP-15-00014120
Paid 07/18/2016 45.00**2016 - 2017**



Response to:

The City of Pembroke Pines



RFP # ED-17-04

“Charter School Uniforms”

June 20, 2017

Submitted by:

Maria Trotto-Mark

Vice President

Planet T Uniforms, Inc.

2214 N Flamingo Road

Pembroke Pines, FL 33028

954-538-0066

info@uniformsbyplanettt.com

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Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017

Tab 2 - Letter of Interest

June 20, 2017

The City of Pembroke Pines
Purchasing Division
8300 South Palm Drive
Pembroke Pines, Florida 33025

To Whom It May Concern:

On behalf of Planet T Uniforms, Inc. (hereinafter "Planet T"), I am pleased to respond to The City of Pembroke Pines' Request for Proposals (hereinafter RFP) ED-17-04 seeking proposals from qualified firms to provide school uniform services for approximately 5,900 students of the City of Pembroke Pines Charter Schools in accordance with the terms, conditions and specifications contained in the RFP. I would like to express our explicit interest in being the vendor who shall be afforded the exclusive right to provide school uniforms with logos as particularly set forth in this RFP to the City's Charter School students during the term of the agreement. Planet T is positively committed to perform all of the duties required to seamlessly carry out the responsibilities of this endeavor.

Our interest and commitment to execute the terms specified in this proposal are backed by our ongoing experiences and accomplishments. Planet T generates over \$1.5 million in revenue each year as a school uniform provider to over 20 local traditional public and charter schools. We have provided a broad scope of products and services to our valued patrons which include but are not limited to school uniforms, sponsorships, revenue give backs and support. Some of the many things we have done for PPCS can be found listed in Tab 9 under Additional Information.

Over the past 13 years Planet T has steadily grown. As a woman who is the majority owner of a small business in the most challenging economic decade, it has been rewarding to witness Planet T successfully maintain strong working capital, excellent credit lines and a positive financial trajectory. Careful planning and fiscal responsibility has ensured Planet T's stability.

Planet T has become the successful company it is today under the leadership of founders Moshe Mark and Maria Trotto-Mark. With each having over 36 years of experience in the apparel industry, we possess the specialized expertise to manufacture the greatest quality products and sustain the most efficient operations. As a millennial armed with Bachelor's Degrees in Business Management and Accounting, Melanie Mark adds a fresh and innovative component to the business. Her years of literally growing with the business provides Planet T the benefit of hands on application of her professional skill set. Together, we have enabled Planet T to become a professional, knowledgeable, and qualified school uniform provider. This leadership team's experience, synergy and forward-thinking will sustain Planet T long into the future.



Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017

Planet T takes pride in a give-back to the community mentality of doing business. The growth of this business comes in part from our desire to be a positive productive resource to our local school community. We have actively engaged in education advisory capacities with our desire to see public education properly supported. Amongst many other rewarding community involvements, we were named Preferred Vendor of the Year and recognized by Broward County Council PTSA for our ongoing support and sponsorship to their district wide clothing bank. Many students in need are served through this yearly program.

Another great source of pride comes from our outstanding performance with the schools we serve: most notably, the City of Pembroke Pines Charter Schools. Over the past 8 years, we enjoyed a mutually beneficial endeavor. Our proposed revenue contributions allowed for much needed supplements to the PPCS stretched budget during a time of great need. We are happy to have the opportunity to continue and we are confident that together we can rise to every challenge the Charter School system may face. We are proud of our strong vendor status and intend to continue to outperform all expectations the City may have of us. Our recent, current and projected workload will complement our unwavering commitment to this project. Our resources are well allocated and we are up to the task.

As Vice President, I will personally be available to serve as the authorized representative for Planet T Uniforms, Inc. My contact information is as follows:

Maria Trotto-Mark	
Vice President	Phone:
Planet T Uniforms, Inc.	954-538-0066
2214 N Flamingo Rd.	E-mail:
Pembroke Pines, FL 33028	maria@planetuniforms.com

Planet T Uniforms is a highly qualified and responsible uniform vendor possessing the experience, financial capabilities and resources to perform the required services outlined in this proposal if awarded a contract. Please contact me should you have any requests for clarification or need additional information.

Thank you for your consideration.

Sincerely,

Maria Trotto-Mark
Vice President
Planet T Uniforms, Inc.



Tab 3 - Experience and Ability

School Uniform Experience

Planet T has specialized expertise in multiple arenas as they relate to providing school uniforms.

- We are a family owned business in the Pembroke Pines community with a wealth of experience in retail, wholesale and apparel manufacturing. While we have the professional skill set to successfully carry out the functional areas of our business, we also encompass a keen sense of community involvement and social responsibility.
 - This is evident in our commitment to provide the highest quality of product at the most affordable price while maintaining strong customer relationships and giving back to the community at large.
- Our store has a clean, well-organized, fully stocked, wide open floor with nothing but school uniforms, which sets us apart from our competitors.
- Our past experience as parents of school aged children, coupled with a lifetime of apparel manufacturing and retail environments gives us experience in school uniforms that is second to none.

Planet T maintains mutually beneficial relationships with the schools that we serve in many ways.

- We have been a Proud Partner in Education and served on the boards of PTA and PTSA, SBBC District Advisory, and multiple schools' SAC and SAF.
- Furthermore, our initiative to provide generous revenue give backs to the charter schools that we serve has enabled them to allocate additional funds to their faculty, students, and parents.

Our everlasting commitment to our customers, schools, and community coupled with our proficient operative procedures and understanding of retail and manufacturing sets our company apart as a premier school uniform provider.

Company's Longevity

Planet T Uniforms, Inc. has been a school uniform provider for 13 years.

Previous Projects

School	Number of students*	Project duration
Walter C. Young Middle	1855	4 years
New Renaissance Middle	1490	5 years
Somerset Prep North Lauderdale	1300	3 years
Franklin Academy	1200	2 years
Silver Ridge Elementary	1053	3 years
HD Perry Middle	1015	2 years
Chapel Trail Elementary	977	12 years
Cooper City Elementary	887	3 years
Silver Lakes Elementary	848	10 years
Pines Lakes Elementary	818	8 years
Silver Shores Elementary	725	9 years

**Approximate values*



Terminated Projects

Planet T has never been awarded a contract which was later terminated.

Current Projects

School	Number of students*	Contract expiration date
City of Pembroke Pines Charter Schools	5900	11/18/2017
Hollywood Academy of Arts and Sciences	1580	6/30/2018
Renaissance Charter Schools at Pines	1274	6/30/2018
Renaissance Charter Schools at Cooper City	1200	6/30/2018

Current projects not under contract:

School	Number of students*	Project duration
Indian Ridge Middle	1803	9 Years
Silver Trail Middle	1428	13 Years
Country Isles Elementary	988	5 years
Coral Cove Elementary	860	12 years
Sunset Lakes Elementary	857	11 years
Sea Castle Elementary	853	10 years
Hawkes Bluff Elementary	814	9 Years
Nova Eisenhower Elementary	753	7 years
Silver Palms Elementary	611	13 years
Panther Run Elementary	547	10 years

**Approximate values*

Capability

- With our strong working capital and excellent credit lines, our ability to manufacture merchandise in large quantities is more conducive to a larger student population.
- Planet T began serving approximately 5200 PPCS students when we were first awarded a school uniform contract eight years ago. As the student population has grown, our ability to provide uniforms to the entire PPCS community has not been compromised.
- Our ample inventory of embroidered polo shirts and wide variety of bottoms allows customers to purchase enough uniforms for the school year in just a single visit.
 - In the unusual circumstance that a student may need a size that we do not manufacture, we will have a special order made and completed as soon as possible.
- Planet T prides itself in our commitment to providing customers with personalized service. Our dedicated staff assist customers in their uniform selections from the time they enter our store until they are ready to make their purchase.
- We understand that during the busy back to school season, our staff will be assisting a few customers at a time. In an effort to provide customers with the most pleasant shopping experience, we have established special sales for different schools at different times.
 - As a result, we are able to spread out the crowd which allows customers:
 - More floor space while shopping, a wider selection of product, excellent customer service, and a quick and easy shopping experience.

Ability to Provide Embroidered Logo

Planet T already provides the mandated embroidered logo as part of our current contract and will be able to provide the mandated embroidered logo if awarded this contract.

- The majority of our product comes from overseas and is already manufactured with the logo and ready for immediate sale.
- In addition, we also utilize local facilities that perform the special order and replenishment embroidery work.
 - These are located in Miami Lakes and Pembroke Pines and can have embroidery completed the same day.

Accessibility

- Planet T is owner operated and all principals are established residents of Pembroke Pines.
- The senior management of Planet T is always available to end users, city personnel and school administration.
 - Our management team is highly responsive to phone calls, emails, and in-store visits.
- A great difference between Planet T's ability to meet deadlines, and respond to needs is the fact that we are hands on business professionals who practice a strong work ethic to complete every task, each and every day.
- Our focus is to sell school uniforms, service the schools we work with and maintain an active role in many community matters.
 - We only solicit business that we know we will dedicate 100% excellence in accessibility, scheduling, communication and coordination.

Store Front Location

Our location:	Distance:
Flamingo Falls Shopping Center	Central Campus- 0.2 miles
2214 N Flamingo Rd.	East Campus- 2.9 miles
Pembroke Pines, FL 33028	Academic Village- 3.8 miles
(SW corner of Flamingo Rd	Pembroke Shores- 4.4 miles
and Sheridan Street)	West Campus- 5.6 miles

Square footage: 2918 square feet of retail selling space*

Number of dressing rooms: 8

Number of employees: 7 year-round, 18-22 seasonal

*We lease an additional 3400 square feet of storage space located right here in our shopping plaza. This allows constant rapid replenishment of product on our shelves during the fast paced back to school season. Additionally, we lease approximately 1000 square feet of warehouse space just a few miles down the road from our location, on Sheridan Street.



Tab 4 – Firm's Understanding and Approach to the Work

Understanding

Planet T has a very thorough understanding of the overall intent of this RFP. Having had eight years of experience serving the City of Pembroke Pines Charter Schools, we have had the opportunity to attain invaluable expertise and knowhow as it directly relates to this RFP.

- In particular, we have formed close relationships with city designees and school administrators which has granted us a deep understanding of how we can best serve the Pines Charter school community.
 - Collectively, we have established innovative ways to improve certain processes and grow together.
- Many of the terms and conditions contained in this RFP are very similar to those of our current contract, and would be seamless to carry out if awarded a new contract.
 - As for the new terms and conditions, we understand and acknowledge them and would not have any problem making necessary adjustments.

While we are always open to innovative ways to improve efficiency, many of our methods used to complete the assigned tasks of this RFP will be similar to those that we are currently using.

- We will continue to manufacture large quantities of our product, of which will be the highest quality standard.
- We will make sure that our customers are completely satisfied by employing knowledgeable, professional, and courteous staff.
- Each quarter, we will provide the city with a clear, detailed sales report alongside their earnings from franchise fees and surcharges.

Overall, Planet T has an extensive understanding of the intent of this RFP and, through its experiences, has the ability to execute in the most effective and efficient manner.

Services

- Planet T will maintain ample inventory of embroidered polo shirts in the required school colors for approximately 5900 students in elementary, middle, and high school.
 - 9 different sizes of navy, light blue, green, and white polos for PPCES; 12 different sizes of royal blue, maroon, and heather grey polos for PPCMS; and 17 different sizes of white, black, maroon, and heather grey polos for PPCHS.
- Sufficient stock of embroidered jackets, PE uniforms, and a selection of long sleeve polos.
- Planet T offers a variety of bottoms for girls and boys in youth and adult sizes.
 - Our wide selection of styles and sizes is conducive to students of different ages, body types, and style preferences.

Aside from in-store sales to customers, Planet T provides an abundance of other services to the schools that we serve and we fully intend to continue such support.

- We fulfill staff orders, sponsor Pines Charter fundraising activities, and provide many other items at cost or in-kind.
- We have supported the PPCS PTSA and Booster clubs along with sponsorships in the yearbooks, newspapers, clubs, bands and athletic organizations.



Return Policy

We are happy to return or exchange any merchandise that is unworn and unwashed, with all tags attached.

Our year-round return and exchange policy allows:

- Refunds within 14 days with sales receipt. Refunds will be processed in the same manner as the original form of payment.
- With the original sales receipt, exchanges and store credits may be processed within 30 days of purchase.
- Without the sales receipt, customers may exchange unworn, unwashed merchandise with all tags attached for the same school item in a different size or color.

We extend the return policy during the Back to School season for added convenience to early shoppers. We understand that customers who made purchases earlier on in the summer may need to return or exchange during the first couple of weeks of school, and we are happy to make the necessary accommodations.

Planet T will exchange worn/washed items in the unusual circumstance that the garment has a manufacturer's defect.

Payment Types

Cash, MasterCard, Visa, American Express, Discover, Debit/ATM, PayPal, or online payments. All of our payment methods meet the highest PCI standards for added consumer protection and privacy.

Order Types

- In-store
 - Planet T's convenient location, spacious sales floor, ample inventory and courteous customer service staff make in-store purchases the most popular of all order types. Planet T is a one-stop shop where customers can benefit from the help of our knowledgeable and professional sales associates, the ability to try on different styles and sizes, and the convenience of not having to wait.
- Online
 - Our website is safe, informative, and easy to navigate.
 - Online orders are usually processed within 72 hours or less and customers are contacted when their order is complete for shipping or in-store pick up.
- By phone
 - Although PCI compliance measures prevent us from accepting payments over the phone, if a customer would like to call ahead and have an order put to the side for in-store purchase, we are happy to accommodate. Special accommodations can be made for alternative payment options.
- On-site
 - Due to the convenience of in-store purchases and online ordering, Planet T does not currently offer on campus purchases for students. However, we can make accommodations to attend your campuses at mutually convenient times to accept orders.



Delivery Services

For online orders, Planet T provides delivery services through UPS. All Florida locations arrive next day for a nominal shipping fee. We do not charge handling fees nor do we profit from shipping costs. The weight of a package and location determine the modest costs for shipping.

Hours of OperationBack to school store hours

Mon-Fri: 9:00am-8:00pm

Saturday: 9:00am-6:00pm

Sunday: 12:00pm-5:00pm

Regular store hours

Mon-Thurs: 10:00am-6:00pm

Friday: 10:00am-5:00pm

Saturday: 10:00am-6:00pm

Sunday: Closed

Number of Employees

Pembroke Pines Charter Schools' customers, administration and staff are a priority to Planet T. Each of our well-trained employees will continue their responsibilities to this new contract. The direct handling of all aspects of this contract will be overseen by Maria Trotto-Mark.

Function	Description	Number of Employees
This contract	Direct contact with schools or city staff	1
Sales	End-user retail sales. Assisting customers with product selections.	7 during the school year Up to 22 during back to school
Sales	Bulk direct to school sales such as clubs, sponsorships, band, class items, etc.	3
Customer service	End user retail responsible for overseeing sales staff and resolving customer concerns	5
Customer service	Bulk direct to school sales such as clubs, sponsorships, band, class items, etc.	2
Purchasing and sourcing	Purchase orders, inventory analytics, etc.	2
Quality Control	Making sure product is high quality and has no defects	3
Inventory	Stocking shelves, replenishing merchandise, receiving shipments	3 during the school year Up to 10 during back to school
Community outreach	School and community involvement	2
Special needs/orders	Meeting customers needs and making any necessary accommodations	7

Projected Inventories

Planet T has the financial, logistical and production means to secure ample inventories to service this contract. We have 8 years of projection and sales history to continue supporting the demands of such a large assortment of styles, colors, sizes and logos. We will maintain the means to financially secure, produce and warehouse approximately **30,000 logo specific items**.

These include but are not limited to:

Short Sleeve Unisex Polos	Zip Front Jackets	Youth and Adult PE Shorts
Long Sleeve Unisex Polos	Crew Neck Sweats	Fleece Jackets
Girls Short Sleeve Polos	PE Shirts	Ripstop Jackets

Additionally, **15,000 bottoms and non-logoed items** in a wide variety of styles and sizes will be available to sell to serve this contract.

Shorts	Skorts Solid	Belts
Skorts Plaid	Pants	Plain Jackets

On Campus Availability

Planet T is often present on school campuses.

- From kindergarten round-ups and school orientations to family night and other special events, we are committed to being available on campus to the schools that we serve.
- While we have not been required to perform on-campus sales for students, we do bring a sample rack with a wide assortment of our products as well as promotional flyers for future in-store savings.
 - At these events, customers are able to browse our offerings and inquire with our staff about their schools' uniform requirements and other information.
- Planet T provides a sample rack and order forms for faculty purchases at the beginning of each year. School staff are able to try on various styles and complete their order at their greatest convenience.
- As mentioned previously, Planet T would also be available to be on campus to take orders at mutually convenient times

Timeline

Planet T would have all required items available and be ready to perform the services under this contract on November 19, 2017.

Concerns

1. Tax-free crowds: Planet T would like to recommend innovative ways to help alleviate the large volume of customers during the tax-free holidays. We propose the city consider partnering with us by sharing the decreased margins to offer additional opportunities for customers to save 6% at alternate designated times.
2. Surcharge: Should the surcharge for logoed items continue to be mandated throughout the duration of this contract, we request that the city require formal acknowledgement by parents and enforcement by the school personnel in order to eliminate any unauthorized use of the city's logo.



Why is our proposal most beneficial?****COST *CONVENIENCE *COMMUNITY *CONTRIBUTION *CUSTOMER SERVICE******By encompassing these core competencies in our everyday mission, we are undoubtedly the most fit to continue to serve the families of Pembroke Pines Charter Schools.***

- ***Tried and Proven-*** We earned our current contract with no information of sales, projection or uniform requirement information, in the midst of the largest economic downturn in recent history. That didn't stop us from performing *seamlessly* on day 1. We were qualified, poised and prepared then, and we are even better equipped now.
- ***Bigger isn't always better*** - More stores, more staff or more schools *does not* imply more experience or qualifications. Our tight-knit and intimate approach allows for the *most personal* customer service and relationships. PPCS is our priority. We are focused, hands on, dedicated and local. We know this community because we embody this community.
- ***Focus, focus, focus-*** We are the only vendor in Pembroke Pines whose focus is only on full-service school uniforms.
- ***Location, location, location-*** We are centrally located in this city, grew in this city, and will remain loyal to this city.
- ***We put our money where our mouth is-*** We introduced the concept of revenue give backs to your schools and we are excited to see all the benefits it has provided. It takes a village to raise a child and we *genuinely believe* in the importance of giving back.
- ***Last minute needs-*** When cold weather, a band performance, or PE uniform needs catch you off guard, you can count on us. Running late? Call us, we will wait. We're always here for you.
- ***Time is precious. Don't waste it.-*** Our family style store model is clean, organized and inviting. With an abundance of floor space, you are free to touch, feel, browse and try on. Our staff will help you make your uniform selection throughout your shopping experience so that you can *pick, pay, and be on your way*.
- ***Early Bird savings and Super Sale days-*** We want *you* to be happy. We'll take less so that you can have more. Save time and money when you beat the back to school rush and shop early.



Tab 5 – Quality and Durability

Fabric Blends

The fabric blends of our proposed products conform to the requirements set forth in section 1.6.2.

Tops: 60% cotton / 40% polyester

Bottoms: 65% polyester / 35% cotton

Brands

Planet T: Planet T manufactures forward, fashionable, and functional styles with the highest quality and comfort standards employed. We have crafted special processes and performance finishes that make our fabrics durable and long lasting. We are able to offer a wide variety of sizes, fits, and features for a diverse customer base.

In addition, we also supply merchandise from the following leading brands:

- | | |
|-----------------------------|----------------|
| - Universal School Uniforms | - Lee |
| - Dickies | - Badger Sport |
| - Classroom | - Hanes |
| - U.S Polo | - French Toast |

Shrinkage/Fading

Our polos and bottoms are equipped with special processes to prevent shrinkage and fading.

Shrinkage control: Our fabrics must pass rigorous shrink testing procedures so that they will not shrink, torque or twist.

Fade resistance: This special treatment prevents our products from fading so that they will maintain their color and vibrancy with years of use.

We provide "wash cards" to every customer with recommended wash instructions to keep uniforms in excellent shape. Proper care ensures long wear and hand me downs look great.

Buttons

The buttons on our polos are sewn with a safety stitch process to prevent breakage. Additionally, there are extra buttons sewn into the side seam of every polo.

Our bottoms' closures are easy to manage and reinforced to prevent breakage.



Additional Information

- ▶ **Polos:** Planet T has the finest pique fabric blends featuring the following treatments
 - **Anti Pill Process-** this prevent the pilling that can develop from wear
 - **Stain Resist-** this helps to retard stains from becoming permanent
 - **Fade Resist-** maintains the color of the polo's and keep them bright
 - **Shrinkage Control-** our polo's must pass rigorous shrink testing procedures
 - **Tagless-** we use stamp labels for comfort
 - **Special Rayon Threads in Embroidery-** will not be damaged by bleach
 - **Special Plackets-** our plackets will not bunch up after washing
 - **Shade Bands-** we require color shade bands from our manufacturer to ensure the standard is maintained
 - **T.O.P. Sample Approval-** before our vendors can ship our production they must submit Top Of Production samples that undergo quality testing

- ▶ **Bottoms:** Our bottoms are made of fine fabric blends such as 65% polyester & 35 % cotton. We feature fashionable functional styling that is made with high quality standards and easy to care for fabrics. We stock a wide variety of high quality bottoms to choose from in sizes ranging from Toddler, Slim, Husky, Regular Youth, Juniors, Adult, as well as Plus sizing. We have built a strong reputation of being the supplier who has it all.
 - **Fade Resist-** this maintains the color and prevents fading with years of use
 - **Shrink Control-** our blends will not shrink, torque or twist
 - **Wrinkle Resist-** this makes laundry easy to care for
 - **Double Knees-** we use special reinforcement to ensure durability
 - **Closures-** our closures are easy to close and reinforced to prevent breakage
 - **No Iron Pleats-** our skorts and novelty items keep their look after washing
 - **Adjustable Waist Functionality-** versatile means for perfect fit & room to grow
 - **Hem Tape-** a quick, inexpensive alternative to alterations with this great item

If allowed, Planet T will be prepared to present current quality and wash test results (conducted by an independent laboratory) during our presentation to the Evaluation Committee.



Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017

Tab 6 – Pricing

Attachment O: Proposal Form

Attachment O

Proposal Form

Ref. #	Description	Est. Sales in Units	Base Price	Extended Amount	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	7002	\$ 14.50	\$ 101,529.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 20,305.80	\$ 35,010.00	\$ 19.50
2	S/S Youth Polos - Middle	3662	\$ 14.50	\$ 53,099.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 10,619.80	\$ 18,310.00	\$ 19.50
3	S/S Youth Polos - High	3077	\$ 14.50	\$ 44,616.50	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 8,923.30	\$ 15,385.00	\$ 19.50
4	S/S Adult Polos - Elem.	12	\$ 15.90	\$ 190.80	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 38.16	\$ 60.00	\$ 20.90
5	S/S Adult Polos - Middle	181	\$ 15.90	\$ 2,877.90	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 575.58	\$ 905.00	\$ 20.90
6	S/S Adult Polos - High	734	\$ 15.90	\$ 11,670.60	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,334.12	\$ 3,670.00	\$ 20.90
7	L/S Youth Polos - All Schools	734	\$ 15.90	\$ 11,670.60	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,334.12	\$ 3,670.00	\$ 20.90
8	L/S Adult Polos - All Schools	22	\$ 17.90	\$ 393.80	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 78.76	\$ 110.00	\$ 22.90
9	Jackets Youth - Elem. & Mid.	788	\$ 22.90	\$ 18,045.20	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 3,609.04	\$ 3,940.00	\$ 27.90
10	Jackets Adult - Elem. & Mid.	37	\$ 24.90	\$ 921.30	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 184.26	\$ 185.00	\$ 29.90
11	Crew Neck Sweat Shirt Elem & Middle Youth	211	\$ 15.90	\$ 3,354.90	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 670.98	\$ 1,055.00	\$ 20.90
12	Crew Neck Sweat Shirt High Youth	150	\$ 15.90	\$ 2,385.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 477.00	\$ 750.00	\$ 20.90
13	Crew Neck Sweat Shirt Elem & Middle Adult	73	\$ 17.90	\$ 1,306.70	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 261.34	\$ 365.00	\$ 22.90
14	Crew Neck Sweat Shirt High Adult	246	\$ 17.90	\$ 4,403.40	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 880.68	\$ 1,230.00	\$ 22.90
15	Fleece Jacket Elementary & Middle Youth	3	\$ 22.90	\$ 68.70	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 13.74	\$ 15.00	\$ 27.90
16	Fleece Jacket Elementary & Middle Adult	0	\$ 24.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 29.90
17	Ripstop Jacket Youth	0	\$ 24.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 29.90
18	Ripstop Jacket Adult	0	\$ 26.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 31.90
19	Windbreaker Youth	0	\$ 22.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 27.90
20	PE Shirt Middle & High	1573	\$ 12.90	\$ 20,291.70	B) P.E. T-Shirt	50%	\$ -	\$ 10,145.85	\$ -	\$ 12.90
21	PE Short Middle & High 7"	841	\$ 12.90	\$ 10,848.90	D) Logo Item/P.E.	20%	\$ -	\$ 2,169.78	\$ -	\$ 12.90
22	PE Short Middle & High 9"	521	\$ 13.90	\$ 7,241.90	D) Logo Item/P.E.	20%	\$ -	\$ 1,448.38	\$ -	\$ 13.90
Total		19867		\$ 294,915.90				\$ 65,070.69	\$ 84,660.00	
Revenue from Franchise Fees and Surcharge (Not Including Non-Logo Items)								\$	149,730.69	

Note - Estimated Sales in Units above are based on actuals of the 2015-16 Charter School FY, not including the Non-Logo Items.

Please make sure to complete the "Base Price" (Yellow column) for each item. In addition, please make sure to save this excel sheet with the completed information and upload and submit the file as part of your proposal/response on the BidSync website.

Additional Items**Additional Items**

Girls/Juniors	Youth 2T-16	Plus/Husky	Adult/ Juniors	Jrs/Plus
Skorts Solid	\$12.90	\$13.90		
Plaid Skort	\$14.90			
Girls Classroom Short		\$15.90		
Girls Walking Short (#613)	\$13.90	\$15.90		
Girls Stretch Bermuda Short (#662)	\$14.90		\$16.90	\$19.90
Girls Classroom Pant		\$17.90	\$19.90	\$25.90
Girls 637 Pant	\$15.90			
Girls 639 Stretch Pant	\$17.90			
Girls 637 Straight Leg Pant	\$15.90			
Dickies/US Polo Pant	\$17.90		\$27.90	
Dickies 8" Bermuda			\$22.90	
Lee Short	\$15.90		\$19.90	
Lee Pant	\$17.90		\$22.90	\$25.90
Boys/Mens	Youth 2T-20	Plus/Husky	Adult/ Mens	
643 Unisex Short	\$12.90	\$14.90		
651/647 Unisex Pants	\$15.90	\$17.90	\$18.90	
Boys/Mens	Youth 8-20	Plus/Husky	Adult/ Mens	
645 Cell Pocket Short	\$13.90		\$16.90	
Lee Pant			\$22.90	
Lee Short			\$19.90	
Dickies Short	\$19.90		\$22.90	
Dickies Pant	\$22.90		\$27.90	
Accessories				
Belts	\$9.90			
Tights Heavy	\$4.90			
Tights Thin	\$2.90			
Hem Tape	\$3.00			
Iron On Labels	\$5.00			
Knee High	\$2.90			

Silk Screen Set-Up Charge

For the samples provided in Attachment P, there will be no additional fees for silk screen setups.

Shipping Costs

There will be no additional shipping costs incurred other than those for individual online orders as mentioned in Tab 4 "Delivery Services".

Other Costs and Fees

As it relates to the information set forth in this RFP, there will be no additional costs and fees.

Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017

Tab 8 – Professional Licenses, Business Tax Receipts and Professional Registrations

CITY OF PEMBROKE PINES

10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20080957/01
RECEIPT-NO: 163260

RECEIPT-YEAR: OCTOBER 1, 2016 thru SEPTEMBER 30, 2017

BUS-NAME : PLANET T. UNIFORM, INC.
BUS-ADDR : 2214-2216 N FLAMINGO RD
PEMBROKE PINES FL 33028-3502

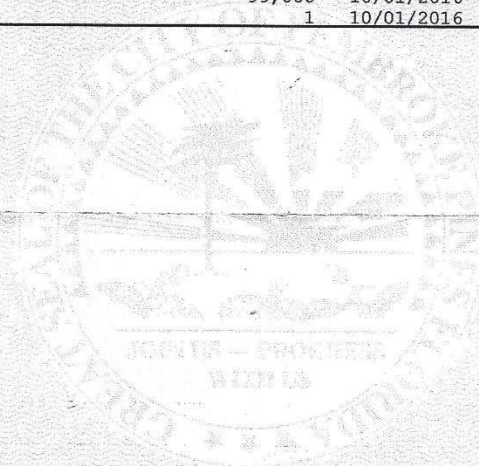
NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : MERCHANT-SALES OF SCHOOL UNIFORMS

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
MER	MERCHANT - RETAIL	99,000	10/01/2016		P/Pines
SIGN	BUSINESS SIGN	1	10/01/2016		P/Pines



Planet T Uniforms, Inc.'s Response to
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June 20, 2017

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: PLANET T UNIFORMS INC

Receipt #: 333-271670
Business Type: CLOTHING/SHOE RETAIL

Owner Name: PLANET T UNIFORMS INC
Business Location: 2214 N FLAMINGO RD
PEMBROKE PINES
Business Phone: 954-538-0066

Business Opened: 09/10/2015
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

PLANET T UNIFORMS INC
2214 N FLAMINGO RD
PEMBROKE PINES, FL 33028

Receipt # 1CP-15-00014120
Paid 07/18/2016 45.00

2016 - 2017



Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017



Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017



2017 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/16

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2017

Business Name and Location Address

Certificate Number

PLANET T UNIFORMS INC
2214 N FLAMINGO RD
PEMBROKE PNES, FL 33028-3502

16-8013124131-9

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



June 20, 2017



002601.145398.0011.001 2 MB 0.534 1219



002601

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or the superceding revenue procedure for the year at issue).



Planet T Uniforms, Inc.'s Response to
RFP ED-17-04 "Charter School Uniforms"

June 20, 2017

Tab 9 – Additional Information

Please find listed some of the many ways Planet T has taken an active role in Partnering with the City of Pembroke Pines Charter School over the past 8 years.

Family Night Sponsor	Golf Tournament Sponsor	Staff Shirt Subsidies
Student Leader T-Shirts	Golf Tournament Polos	Security Staff Items
Save our Schools T-shirts	Mayor's Deal Night	Parent Participation Prizes
Uniform Vouchers	Las Vegas Night Sponsor	Community Reading Day
Employee and Teacher of the Year Shirts	Spaghetti Dinner or Bingo Night Donations	Subsidized Band Uniforms and Sponsorship
Future Educators	Staff Appreciation Donations	Spanish Club Sponsor
Dine and Dash Sponsor	NJHS Subsidies	5 K Run Sponsor
Spanish Club Sponsor	Newspaper Donations	Yearbook Donations
Honor Guard Sponsor	Team Shirts Subsidies	Various PTA & Booster Club Donations



Attachment O

Proposal Form

Ref. #	Description	Est. Sales in Units	Base Price	Extended Amount	Category	Franchise Fee %	Surcharge	Revenue from Franchise Fee	Revenue from Surcharge	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	7002	\$ 14.50	\$ 101,529.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 20,305.80	\$ 35,010.00	\$ 19.50
2	S/S Youth Polos - Middle	3662	\$ 14.50	\$ 53,099.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 10,619.80	\$ 18,310.00	\$ 19.50
3	S/S Youth Polos - High	3077	\$ 14.50	\$ 44,616.50	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 8,923.30	\$ 15,385.00	\$ 19.50
4	S/S Adult Polos - Elem.	12	\$ 15.90	\$ 190.80	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 38.16	\$ 60.00	\$ 20.90
5	S/S Adult Polos - Middle	181	\$ 15.90	\$ 2,877.90	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 575.58	\$ 905.00	\$ 20.90
6	S/S Adult Polos - High	734	\$ 15.90	\$ 11,670.60	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,334.12	\$ 3,670.00	\$ 20.90
7	L/S Youth Polos - All Schools	734	\$ 15.90	\$ 11,670.60	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 2,334.12	\$ 3,670.00	\$ 20.90
8	L/S Adult Polos - All Schools	22	\$ 17.90	\$ 393.80	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 78.76	\$ 110.00	\$ 22.90
9	Jackets Youth - Elem. & Mid.	788	\$ 22.90	\$ 18,045.20	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 3,609.04	\$ 3,940.00	\$ 27.90
10	Jackets Adult - Elem. & Mid.	37	\$ 24.90	\$ 921.30	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 184.26	\$ 185.00	\$ 29.90
11	Crew Neck Sweat Shirt Elem & Middle Youth	211	\$ 15.90	\$ 3,354.90	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 670.98	\$ 1,055.00	\$ 20.90
12	Crew Neck Sweat Shirt High Youth	150	\$ 15.90	\$ 2,385.00	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 477.00	\$ 750.00	\$ 20.90
13	Crew Neck Sweat Shirt Elem & Middle Adult	73	\$ 17.90	\$ 1,306.70	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 261.34	\$ 365.00	\$ 22.90
14	Crew Neck Sweat Shirt High Adult	246	\$ 17.90	\$ 4,403.40	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 880.68	\$ 1,230.00	\$ 22.90
15	Fleece Jacket Elementary & Middle Youth	3	\$ 22.90	\$ 68.70	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 13.74	\$ 15.00	\$ 27.90
16	Fleece Jacket Elementary & Middle Adult	0	\$ 24.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 29.90
17	Ripstop Jacket Youth	0	\$ 24.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 29.90
18	Ripstop Jacket Adult	0	\$ 26.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 31.90
19	Windbreaker Youth	0	\$ 22.90	\$ -	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ -	\$ -	\$ 27.90
20	PE Shirt Middle & High	1573	\$ 12.90	\$ 20,291.70	B) P.E. T-Shirt	50%	\$ -	\$ 10,145.85	\$ -	\$ 12.90
21	PE Short Middle & High 7"	841	\$ 12.90	\$ 10,848.90	D) Logo Item/P.E.	20%	\$ -	\$ 2,169.78	\$ -	\$ 12.90
22	PE Short Middle & High 9"	521	\$ 13.90	\$ 7,241.90	D) Logo Item/P.E.	20%	\$ -	\$ 1,448.38	\$ -	\$ 13.90
Total		19867		\$ 294,915.90				\$ 65,070.69	\$ 84,660.00	

Revenue from Franchise Fees and Surcharge (Not Including Non-Logo Items)	\$ 149,730.69
---	----------------------

Note - Estimated Sales in Units above are based on actuals of the 2015-16 Charter School FY, not including the Non-Logo Items.

Please make sure to complete the "Base Price" (Yellow column) for each item. In addition, please make sure to save this excel sheet with the completed information and upload and submit the file as part of your proposal/response on the BidSync website.

Supplier: **PLanet T Uniforms, Inc**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # ED-17-04” dated **May 23, 2017** titled “**Charter School Uniforms**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:

COMPANY: **Planet T Uniforms, Inc.**

STREET ADDRESS: **2214 N Flamingo Road**

CITY, STATE & ZIP CODE: **Pembroke Pines, FL 33028**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Maria Trotto-Mark** TITLE: **Vice- President**

E-MAIL: **maria@planetuniforms.com**

TELEPHONE: **954-538-0066** FAX: **954-499-7049**

AUTHORIZED APPROVER:

NAME: **Maria Trotto-Mark** TITLE: **Vice-President**

E-MAIL: **maria@planetuniforms.com**

TELEPHONE: **954-538-0066** FAX: **954-499-7049**

SIGNATURE: **Maria Trotto-Mark**

Supplier: **PLanet T Uniforms, Inc**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature **Maria Trotto-Mark**

Title **Vice-President**

Name of Company **Planet T Uniforms, Inc.**

Supplier: **Planet T Uniforms, Inc**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **Planet T Uniforms, Inc** (name of entity submitting sworn statement) whose business address is **2214 N Flamingo Road Pembroke Pines, FL 33028** and (if applicable) its Federal Employer Identification Number (FEIN) is **65-1228704**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Maria Trotto-Mark** and my
(Please print name of individual signing)

relationship to the entity named above is **Vice- President**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Maria Trotto-Mark
Bidder's Name/Signature

Planet T Uniforms, Inc.
Company

June 15, 2017
Date

Supplier: **PLanet T Uniforms, Inc**

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: **Planet T Uniforms, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maria Trotto-Mark**

Supplier: **PLanet T Uniforms, Inc**



City of Pembroke Pines

Attachment F

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: **Planet T Uniforms, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maria Trotto-Mark**

Supplier: **PLanet T Uniforms, Inc**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

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

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

COMPANY NAME: **Planet T Uniforms, Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Maria Trotto-Mark**

Supplier: **PLanet T Uniforms, Inc**



City of Pembroke Pines

Attachment H

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:

**Planet T Uniforms, Inc.
2214 N Flamingo Road
Pembroke Pines, FL 33028**

Contact Person's Name and Title: **Maria Trotto-Mark Vice-President**

Contact Person's E-mail Address: **maria@planettuniforms.com**

PROPOSER'S Telephone and Fax Number: **954-538-0066 Fax 954-499-7049**

PROPOSER'S License Number: **16-8013124131-9**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **65-1228704**

Number of years your organization has been in business **13**

State the number of years your firm has been in business under your present business name **13**

State the number of years your firm has been in business in the work specific to this solicitation: **13**

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

Maria Trotto-Mark Vice- President
Moshe Mark President
Maria Trotto-Mark Secretary

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

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

Planet-T Inc.

1997-2003 Wardrobe uniforms for several amusement parks, wholesale. School uniforms retail in 2002-2003.

At what address was that business located?

21113 Johnson Street Pembroke Pines, FL 33029 In 2003

10302 NW South River Drive Miami, FL 33178 Prior to 2003

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

N/A

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.

None

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.

1. Broward County Florida: Case No. 0701705 CA (04) Filed 1/25/2007 In Unison vs. Planet T Uniforms, Inc. Counter Claim Filed February 2007 Planet T Uniforms, Inc vs. In Unison. Case outcome-dismissed August 2009.

2. On or about January 16, 2014, our Firm initiated a lawsuit in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Case No.: CACE-14-001087(04), styled Planet T Uniforms, Inc. v. Florida Charter Foundation, Inc. d/b/a Franklin Academy Charter School, et. al. for numerous causes of actions, including but not limited to, breach of contract and misappropriation of trade secrets. Florida Charter Foundation, Inc. d/b/a Franklin Academy Charter School filed a counterclaim for breach of contract. This matter is still pending before the Circuit Court.

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

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

No

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

Original Provider

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:

Planet T Uniforms, Inc has served the students and community of Pembroke Pines providing school uniforms for over 13 years. Our largest and most relevant experience is with the City of Pembroke Pines Charter School serving over 5900 students with their mandatory logo requirement. In addition, we have supplied 3 large local Charter schools with their mandatory tops and bottoms as well as over 15 traditional public schools' unified dress code. Our strength and focus has always been on local schools allowing parents a convenient location with personal, knowledgeable service. Our ability to seamlessly carry out contracts of similar size and complexity is highlighted in section 1.8 of our proposal.

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.

Planet T Uniforms, Inc

(Company Name)

Maria Trotto-Mark

(Printed Name/Signature)

Supplier: **PLanet T Uniforms, Inc**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **601 City Center Way**

City/State/Zip: **Pembroke Pines, FL 33025**

Contact Name: **Charles F Dodge** Title: **City Manager**

E-Mail Address: **cdodge@ppines.com**

Telephone: **954-431-4884** Fax: **954-450-1040** Alt Phone

Project Information:

Name and location of the project: **RFP Ed-08-05**

Nature of the firm's responsibility on the project: **Fully responsible to provide school uniform services to the City of Pembroke Pines Charter School 5900 students and staff.**

Project duration: **8 years** Completion (Anticipated) Date: **November 18, 2017**

Size of project: **5900 Students** Cost of project: **Approximate sales \$415,000 annually**

Work for which staff was responsible: **Source, produce, sales, service of school uniform items**

Contract Type: **Exclusive- Mandatory logo shirts and PE uniforms. Unified dress code bottoms and jackets**

The results/deliverables of the project: **"A+" vendor rating. Original 2 year contract with 3-2 years renewals. RFP renewal process was termed out.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Hollywood Academy of Arts and Science**

Address: **1705 Van Buren Street**

City/State/Zip: **Hollywood, Florida 33020**

Contact Name: **Jessica Rueda** Title: **Operations Administrator**

E-Mail Address: **jrueda@hollywoodharter.org**

Telephone: **954-925-6404 x2002** Fax: **954-925-8123**

Project Information:

Name and location of the project: **Uniform Services Agreement**

Nature of the firm's responsibility on the project: **Fully responsible to provide mandatory school uniform services to Hollywood Academy of Arts and Science students K-8 and staff.**

Project duration: **4 Years 1 year contract with 3 renewals** Completion (Anticipated) Date: **June 30, 2018**

Size of project: **1580 Students and 120 Staff** Cost of project: **Approximate sales \$160,000 annually**

Work for which staff was responsible: **Source, produce, sales, service of school uniform and staff items**

Contract Type: **Exclusive- Mandatory logo shirts, jackets, bottoms and PE uniforms.**

The results/deliverables of the project: **Excellent rating- 3 renewals**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Renaissance Charter Schools at Pines**

Address: **10501 Pines Blvd.**

City/State/Zip: **Pembroke Pines, FL 33026**

Contact Name: **Jessica Barrios** Title: **Business Manager**

E-Mail Address: **jbarrios@recspines.org**

Telephone: **954-862-1283** Fax: **954-862-1284**

Project Information:

Name and location of the project: **Uniform Services Agreement**

Nature of the firm's responsibility on the project: **Fully responsible to provide mandatory school uniform services to Renaissance Charter Schools at Pines students K-8 and staff.**

Project duration: **4 Years 1 year contract with 3 renewals** Completion (Anticipated) Date: **June 30, 2018**

Size of project: **1274 Students and 92 Staff** Cost of project: **Approximate sales \$174,000 annually**

Work for which staff was responsible: **Source, produce, sales, service of school uniform and staff items**

Contract Type: **Exclusive- Mandatory logo shirts, jackets, bottoms and PE uniforms.**

The results/deliverables of the project: **Excellent rating- 3 renewals**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Renaissance Charter School at Cooper City**

Address: **2800 Palm Avenue**

City/State/Zip: **Cooper City, FL 33026**

Contact Name: **Kim Orazi** Title: **Business Manager**

E-Mail Address: **korazi@recscoopercity.org**

Telephone: **954-668-2500 x1002** Fax: **954-668-2980**

Project Information:

Name and location of the project: **Uniform Services Agreement**

Nature of the firm's responsibility on the project: **Fully responsible to provide mandatory school uniform services to Renaissance Charter School at Cooper City students K-8 and staff.**

Project duration: **4 Years 1 year contract with 3 renewals** Completion (Anticipated) Date: **June 30, 2018**

Size of project: **1200 Students and 99 Staff** Cost of project: **Approximate sales \$132,000 annually**

Work for which staff was responsible: **Source, produce, sales, service of school uniform and staff items**

Contract Type: **Exclusive- Mandatory logo shirts, jackets, bottoms and PE uniforms.**

The results/deliverables of the project: **Excellent rating- 3 renewals**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Indian Ridge Middle School- PTO**

Address: **1355 S Nob Hill Road**

City/State/Zip: **Davie, FL 33324**

Contact Name: **Frank Zagari** Title: **Principal**

E-Mail Address: **frank.zagari@browardschools.com**

Telephone: **754-323-3300** Fax: **754-323-3385**

Project Information:

Name and location of the project: **Preferred School Uniform Supplier**

Nature of the firm's responsibility on the project: **Partner in Education, Preferred Business Partner to Parent Teacher Organization**

Project duration: **10 Years** Completion (Anticipated) Date: **Ongoing**

Size of project: **1800 Students** Cost of project: **Approximately \$90,000 sales annually**

Work for which staff was responsible: **Source, Produce, service, choice unified dress code w/ logo for students**

Contract Type: **Preferred Vendor**

The results/deliverables of the project: **No contract- ongoing preferred vendor.**

Supplier: **PLanet T Uniforms, Inc**

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs.

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

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

SECTION 2 AFFIRMATION

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

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

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

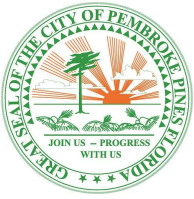
Maria C. Trotto-Mark
Authorized Signature

Maria C. Trotto-Mark
Authorized Signer Name

Planet T Uniforms, Inc
Company Name

Exhibit C - Products & Contract Price

Ref. #	Description	Category	Franchise Fee %	Surcharge	Planet T Uniforms	
					Base Price	Total Sale Price with Surcharge
1	S/S Youth Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 14.50	\$ 19.50
2	S/S Youth Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 14.50	\$ 19.50
3	S/S Youth Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 14.50	\$ 19.50
4	S/S Adult Polos - Elem.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
5	S/S Adult Polos - Middle	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
6	S/S Adult Polos - High	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
7	L/S Youth Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
8	L/S Adult Polos - All Schools	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 17.90	\$ 22.90
9	Jackets Youth - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 22.90	\$ 27.90
10	Jackets Adult - Elem. & Mid.	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 24.90	\$ 29.90
11	Crew Neck Sweat Shirt Elem & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
12	Crew Neck Sweat Shirt High Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 15.90	\$ 20.90
13	Crew Neck Sweat Shirt Elem & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 17.90	\$ 22.90
14	Crew Neck Sweat Shirt High Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 17.90	\$ 22.90
15	Fleece Jacket Elementary & Middle Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 22.90	\$ 27.90
16	Fleece Jacket Elementary & Middle Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 24.90	\$ 29.90
17	Ripstop Jacket Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 24.90	\$ 29.90
18	Ripstop Jacket Adult	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 26.90	\$ 31.90
19	Windbreaker Youth	A) Logo Item/Non-P.E.	20%	\$ 5.00	\$ 22.90	\$ 27.90
20	PE Shirt Middle & High	B) P.E. T-Shirt	50%	\$ -	\$ 12.90	\$ 12.90
21	PE Short Middle & High 7"	D) Logo Item/P.E.	20%	\$ -	\$ 12.90	\$ 12.90
22	PE Short Middle & High 9"	D) Logo Item/P.E.	20%	\$ -	\$ 13.90	\$ 13.90



Legislation Text

File #: 2017-07, **Version:** 2

MOTION TO PASS THE PROPOSED ORDINANCE NO. 2017-07 ON SECOND AND FINAL READING.

PROPOSED ORDINANCE NO. 2017-07 IS AN ORDINANCE OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING THE FRANCHISE AGREEMENT WITH PLANET T UNIFORMS, INC. TO PROVIDE SCHOOL UNIFORMS FOR THE PEMBROKE PINES CHARTER SCHOOLS WHICH IS ATTACHED HERETO AS EXHIBIT "A", AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER OF THE CITY OF PEMBROKE PINES TO EXECUTE THE AGREEMENT WITH PLANET T UNIFORMS, INC., ALL CONSISTENT WITH THE PROVISIONS OF SECTION 3.12 OF THE CHARTER OF THE CITY OF PEMBROKE PINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR EFFECTIVE DATE.

SUMMARY EXPLANATION AND BACKGROUND:

1. On May 17, 2017, the City Commission authorized the advertisement of RFP # ED-17-04 "Charter School Uniforms", which was advertised on May 23, 2017.
2. The purpose of this solicitation was to provide school uniform services for approximately 5,900 students of the City of Pembroke Pines Charter Schools and to award the successful vendor the exclusive right to provide school uniforms with logos.
3. On June 20, 2017, the City opened two (2) proposals from the following vendors:
 - All Uniform Wear
 - Planet T Uniforms, Inc.
4. The City current uniform contract and the RFP includes a:
 - A) 20% Franchise Fee for Logo Items
 - B) 50% Franchise Fee for Physical Education (P.E.)/Gym T-Shirts
 - C) 10% Franchise Fee for Non-Logo Items
 - D) \$5.00 Surcharge for Logo Items (Non-Physical Education Items)
5. On August 1, 2017, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP # ED-17-04 "Charter School Uniforms" documents and listed below:
 - Experience and Ability (25 points)
 - Firm's Understanding and Approach to the Work (25 points)
 - Pricing (25 points)
 - Quality and Durability (20 points)

- Local Vendor/Veteran Owned Small Business Preference (5 points)

6. At the August 1, 2017 Evaluation Committee meeting, the following motions passed unanimously:

- Motion to deem All Uniform Wear as nonresponsive.
- Motion to recommend that RFP # ED-17-04 be awarded to the current vendor, Planet T Uniforms, Inc. as there is no other responsive vendor and with the history of satisfaction among the Charter School Principals.
- Motion to forgo the advisory board evaluation process, subject to the City Manager's decision, and to request that Planet T Uniforms, Inc. appear at the first meeting (in September) of each of the advisory boards, subsequent to the consideration of a contract, where Planet T Uniforms, Inc. can answer questions from the advisory board members.

7. The new proposed pricing from Planet T Uniforms included an increase of \$1 or \$2 for various items. In addition, there was also a \$10 increase to the Windbreaker item, while there were also some decreases to other items ranging from a \$2 to \$ \$6 decrease. Attached to this agenda item is a summary of the Planet T Uniform Pricing Increase (Decrease).

8. Planet T Uniforms has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

9. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award RFP # ED-17-04 "Charter School Uniforms" to Planet T Uniforms, Inc. and to pass proposed ordinance no. 2017-07 on first reading. Second and final reading is set for Wednesday, October 4, 2017.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The City will receive an estimated amount of \$162,115 in revenue from franchise fees and surcharge.

b) Amount budgeted for this item in Account No: Below is the estimated contributions allocation for the Charter Schools.

<u>Site</u>	<u>Account Coding</u>	<u>Projected Enrollment</u>	<u>% Allocation</u>	<u>Estimated Contributions</u>
Elementary	170-366015-5051-3440	1,928	32.46%	\$52,623
Middle	171-366015-5052-3440	1,317	22.18%	\$35,957
High School	172-366015-5053-3440	2,015	33.93%	\$55,006
FSU	173-366015-5061-3440	679	11.43%	\$18,529
	Total	5,939	100.00%	\$162,115

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$162,115	\$162,115	\$162,115	\$162,115	\$162,115
Expenditures	\$0	\$0	\$0	\$0	\$0
Net Cost	\$162,115	\$162,115	\$162,115	\$162,115	\$162,115

e) Detail of additional staff requirements: Not Applicable.