



**THIRD AMENDMENT TO THE AGREEMENT FOR THE  
PURCHASE OF SOCCER UNIFORMS  
BETWEEN THE CITY OF PEMBROKE PINES AND  
AMERICAN SOCCER COMPANY, INC.**

THIS AGREEMENT, dated this 1<sup>st</sup> day of October 2019 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

**AMERICAN SOCCER COMPANY, INCORPORATED**, a foreign company, with a business address of 726 East Anaheim Street, Wilmington, CA 90744, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, pursuant to **IFB #RE-15-03**, on **November 3, 2015**, the CITY and CONTRACTOR entered into the Original Agreement, for the **Purchase of Soccer Uniforms** for an initial **two (2) year period**, which expired on **September 30, 2017**; and,

**WHEREAS**, the Original Agreement, authorized the renewal of the Agreement at the expiration of the initial term for three (3) additional one (1) year terms upon mutual written consent; and,

**WHEREAS**, on August 23, 2017, the Parties executed the First Amendment to the Original Agreement, which renewed the term of the Original Agreement for one (1) year effective October 1, 2017 and terminating September 30, 2018; and,

**WHEREAS**, on June 26, 2018, the Parties executed the Second Amendment to the Original Agreement, as amended, which renewed the term of the Original Agreement, as amended, for one year effective October 1, 2018 and terminating September 30, 2019; 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 also desire to amend the Original Agreement, as amended, 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 **third and final one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.



**WITNESSETH**

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

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

**SECTION 2.** **Article 3** entitled "**Compensation and Method of Payment**" is hereby amended by the addition of Section 3.4, as follows:

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

**SECTION 3.** **Article 15** entitled "**Miscellaneous**" is hereby amended by the addition of Section 15.15, as follows:

15.15 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with 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:

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

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

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

15.15.2.2 Is engaged in business operations in Syria.

**SECTION 4.** The Original Agreement, as amended, is hereby renewed for the **final one (1) year renewal** period commencing on **October 1, 2019** and terminating on **September 30, 2020**.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment and the Original



Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

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

**SECTION 7.** Each exhibit referred to in the Original Agreement, as amended, 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.

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HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

  
MARLENE D. GRAHAM, 10/8/19  
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

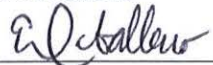
BY:   
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

  
Print Name: DORIAN TORRES  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

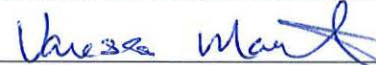
WITNESSES

  
Erica Caballero  
Print Name

  
Kathleen Villanueva  
Print Name

STATE OF California  
) ss:  
COUNTY OF Los Angeles

AMERICAN SOCCER COMPANY, INC.

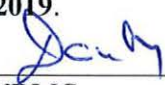
BY:   
Print Name: Vanessa Martinez

Title: Bid specialist

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Vanessa Martinez as Bid specialist of **AMERICAN SOCCER COMPANY, INCORPORATED**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **AMERICAN SOCCER COMPANY, INCORPORATED**, 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 20th day of September, 2019.



  
NOTARY PUBLIC  
DAYANATHAN KULAVIL, Notary Public  
(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

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

## Agenda Request Form

Agenda Number: 9(F)

File ID: 19-1104

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda  
Section:

In Control: City Commission

File Created: 09/11/2019

Short Title: Contract Database

Final Action: 10/02/2019

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

(A) In Rem Solutions, Inc. - Grant Writing Services

(B) Admire Cleaning Services Corp. - Janitorial Services for the Fire Department

(C) American Soccer Company, Inc. - Purchase of Soccer Uniforms

(D) Certiport® - Microsoft Training and Certification

(E) Granicus, Inc. - Granicus Software and Managed Services

(F) Redflex Traffic Systems, Inc. - Red Light Traffic Signal Camera Enforcement System

\*Agenda Date: 12/31/2019

Agenda Number: 9(F)

### Internal Notes:

**Attachments:** 1. Contract Database Report - October 2, 2019, 2. In Rem Solutions - Grant Writing Consulting Services - 3rd Amendment (All Backup w VE), 3. Admire Cleaning Services - Janitorial for the Fire Dept. - 1st Amendment (All Backup w VE), 4. American Soccer Company - Purchase of Soccer Uniform - 3rd Amendment (All backup w VE), 5. Certiport - Microsoft Training & Certification - 1st Amendment (Vendor Executed), 6. Granicus Inc - Legistar Software - 4th Amendment (All Backup w VE), 7. Redflex Traffic Systems, Inc. - Red Light Signal Camera - 1st Amendment (All Backup w VE)

1 City Commission

10/02/2019 approve

Pass

- a) **Renewal Cost:** \$52,703.37 annually (which includes a 10% owner's contingency of \$4,791.22).
- b) **Amount budgeted for this item in Account No:** The following amounts are budgeted in the 2019-20 Proposed Budget:  
     \$16,800 in account # 1-529-4003-34500 - Contract - building maintenance (Fire Rescue & Fire Garage)  
     \$48,000 in account # 1-529-4003-911-34500 - Contract - building maintenance. (Communications Dispatch Facility)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a two-year term.

	FY2019-20	FY2020-21	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$52,703.37	\$52,703.37	\$ .00	\$ .00	\$ .00
Net Cost	\$52,703.37	\$52,703.37	\$ .00	\$ .00	\$ .00

- e) **Detail of additional staff requirements:** Not Applicable

#### (C) American Soccer Company, Inc. - Purchase of Soccer Uniforms

- On November 3, 2015, the City entered into an agreement with the American Soccer Company, Inc. for an initial two (2) year period commencing October 1, 2015 and expiring September 30, 2017.
- The City contracts American Soccer Company, Inc. to provide soccer uniforms, which include full sets of matching soccer uniforms, shirts with silkscreened logo on front and sponsor's name and player number on back of shirts and shorts, and socks for spring and fall seasons for our City recreation soccer leagues at West Pines Soccer Park.
- Section 2.2 of the Original Agreement, allows for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.
- To date, this agreement has had two (2) amendments, which included two (2) one (1) year renewals extending the term of the Agreement to September 30, 2019.
- The Recreation & Cultural Arts Department recommends that the City Commission renew the agreement for the third and final one (1) year term, commencing on October 1, 2019 and expiring September 30, 2020, as allowed by the agreement.

#### FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$33,311.75
- b) **Amount budgeted for this item in Account No:** \$33,311.75/Yearly - Contract value.  
Smart Stream account coding: 1-572-7001-48555
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The renewal period shall be a one (1) year term.

	FY2019-20	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$33,311.75	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost	\$33,311.75	\$0.00	\$0.00	\$0.00	\$0.00

- e) **Detail of additional staff requirements:** Not Applicable.

**(D) Certiport® - Microsoft Training and Certification**

1. Certiport® as the sole provider and exam developer for the Microsoft® Office Specialist (MOS) and the Adobe® Certified Association (ACA) industry certification programs.
2. On October 3, 2018, the City entered into a Contractual Services Agreement with Certiport®, a service mark of NCS Pearson, Inc. for an initial one (1) year period commencing on October 3, 2018 and expiring on October 2, 2019.
3. Section 3.2 of the Original Agreement, allows for two (2) additional one (1) year renewal terms upon mutual written consent, evidenced by a written Amendment.
4. The City Charter Schools request the City Commission approve this First Amendment for the first one (1) year renewal term as allowed by the agreement, commencing on October 3, 2019 and terminating on October 2, 2020.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$32,274
- b) **Amount budgeted for this item in Account No:** \$32,274 is budgeted within the Charter School's 2019-2020 Adopted Budget. All funds are coded to school object code 52652 - Software <1000 &/or licenses. The breakdown budgeted at each applicable school site is listed below:

School Site	Account Coding	Account Description	Amount
West Middle	171-569-5052-553-52652-7300-369		
	Software<1000 &/or Licenses	\$	8,032
Central Middle	171-569-5052-554-52652-7300-369		
	Software<1000 &/or Licenses	\$	8,032





**SECOND AMENDMENT TO THE AGREEMENT FOR THE PURCHASE OF SOCCER UNIFORMS BETWEEN THE CITY OF PEMBROKE PINES AND AMERICAN SOCCER COMPANY, INC.**

THIS AGREEMENT, dated this 26<sup>th</sup> day of June 2018, by and between:

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

and

**AMERICAN SOCCER COMPANY, INC.**, a Company, with a business address of 726 East Anaheim Street, Wilmington, CA 90744, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, pursuant to IFB #RE-15-03, on November 3, 2015, the CITY and CONTRACTOR entered into the Original Agreement for the Purchase of Soccer Uniforms for an initial two (2) year period, which expired on September 30, 2017; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for three (3) additional one (1) year terms upon mutual written consent; and,

**WHEREAS**, on August 23, 2017, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective October 1, 2017 and terminating on September 30, 2018; and,

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

**WHEREAS**, the Parties specifically seek to execute the second one (1) year renewal option and amend the Agreement in accordance with the terms and conditions set forth herein.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

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





**SECTION 2.** The Original Agreement is hereby renewed for the **second one (1) year renewal period** commencing on **October 1, 2018** and terminating on **September 30, 2019**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 5.** 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.

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City of Pembroke Pines

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

ATTEST:

MARLENE D. GRAHAM,  
CITY CLERK 6/26/18

CITY:

CITY OF PEMBROKE PINES

BY:   
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES  
  
PAE SATELE  
Print Name

Erica Caballero  
Print Name

STATE OF California )  
 ) ss:  
COUNTY OF Los Angeles )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Janny Noa as Bid Coordinator of AMERICAN SOCCER COMPANY, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of AMERICAN SOCCER COMPANY, 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 6th day of June 2018.

NOTARY PUBLIC  
DAYANATHAN KULAVIL  
(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 6C.**

**File ID:** 18-0583

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/29/2018

**Short Title:** Contract Database Report

**Final Action:** 06/06/2018

**Title:** MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

**\*Agenda Date:** 06/06/2018

**Agenda Number:** 6C.

### Internal Notes:

**Attachments:** 1.Contract Database Report - 06-06-2018, 2. In Rem Solutions, Inc. - Grant Writing Services (ALL BACKUP), 3. Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (ALL BACKUP), 4. Broward County Transit Division Interlocal Agreement (ALL BACKUP), 5. Expense-Revenue for Community Bus Program 06-06-2018, 6. Dr. Richard S. Dellerson - Pembroke Pines Fire Medical Director (ALL BACKUP), 7. American Soccer Company, Inc. - Soccer Uniforms (ALL BACKUP)

1 City Commission 06/06/2018

**Action Text:** Items A,B,D and E passed on Consent

1 City Commission 06/06/2018 approve

Pass

**Action Text:** A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to approve.  
The motion carried by the following vote:

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

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) IN REM SOLUTIONS, INC. - PROFESSIONAL GRANT WRITING CONSULTING SERVICES
- (B) AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. - EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
- (C) BROWARD COUNTY TRANSIT DIVISION - COMMUNITY BUS SERVICE PROGRAM
- (D) DR. RICHARD S. DELLERSON, MD, FACEP - PEMBROKE PINES MEDICAL DIRECTOR
- (E) AMERICAN SOCCER COMPANY, INC. - PURCHASE OF SOCCER UNIFORMS

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the June 2018 Contract Database Report, and based on the 90 day requirement, these Agreements are being presented to Commission for approval.

**(A) In Rem Solutions, Inc. - Professional Grant Writing Consulting Services**

1. On April 4, 2018, the City Commission approved to enter into a Professional Grant Writing Consulting Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City utilizes In Rem Solutions, Inc. to provide professional grant writing consulting services for the City to increase the amount of grant funds available to the City.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. The City of Pembroke Pines Administration recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

**(B) Areawide Council on Aging of Broward County, Inc. - Emergency Home Energy Assistance Program (EHEAP)**

1. On April 9, 2014, the City Commission approved to enter into a Grant Agreement with



Areawide Council on Aging of Broward County, Inc. for an initial one (1) year period commencing on March 1, 2014 and expiring on March 31, 2015.

2. EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency.

3. Pursuant to Section 5 of the Original Agreement, the term may be extended by mutual agreement of the Parties, in accordance with section 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract.

4. To date, the agreement has had five (5) amendments, including three (3) one (1) year renewals, extending the term of the agreement to September 30, 2018.

5. To date, the application to submit for the EHEAP has not been received. The Community Services Department will present this application on a future agenda item once it has been received and completed.

**(C) Broward County Transit Division - Community Bus Service Program (Fund 128)**

1. On September 3, 2014, the City Commission approved to enter into an Interlocal Agreement with the Broward County Transit Division for an initial three (3) year period commencing on September 23, 2014 and expiring on September 30, 2017.

2. The City utilizes Broward County Transit Division to provide funding and community bus transportation to the residents of Pembroke Pines and includes the Blue, Gold and Green routes.

3. Pursuant to Section 5.1 of the Original Agreement, the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval Contract Administration.

4. To date, the agreement has had one (1) amendment, including one (1) one (1) year renewal, extending the term of the agreement to September 30, 2018.

5. The Community Services Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

**(D) Dr. Richard S. Dellerson, MD, FACEP - Medical Director**

1. On August 7, 2013, the City Commission approved to enter into an agreement with Dr. Richard S. Dellerson, MD, FACEP for an initial one (1) period commencing October 1, 2013 and expiring September 30, 2014.

2. The City utilizes Dr. Richard S. Dellerson, MD, FACEP to provide Medical Director Services and to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.

3. Pursuant to Section 2 of the Original Agreement, the agreement may be renewed upon the mutual consent of the Parties for five (5) additional one (1) year terms.
4. To date, the agreement has had five (5) amendments, including four (4) one (1) year renewals which extended the term of the agreement to September 30, 2018.
5. The Fire Department Recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.

**(E) American Soccer Company, Inc. - Purchase of Soccer Uniforms**

1. On October 21, 2015, the City Commission approved to enter into an agreement with American Soccer Company, Inc. for an initial two (2) year period commencing October 1, 2015 and expiring September 30, 2017.
2. The City utilizes American Soccer Company, Inc. for the purchase of soccer uniforms which includes full sets of matching soccer uniforms, shirts with silkscreened logo on front and sponsor's name and player number on back of shirts and shorts, and socks.
3. Pursuant to Section 2.2 of the Original Agreement, the Agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment.
4. To date, this agreement has had one (1) amendment, which included one (1) one (1) year renewal which extended the term of the Agreement to September 30, 2018.
5. The Recreation & Cultural Arts Department recommends that the City renew the agreement for an additional one (1) year term, commencing on October 1, 2018 and expiring September 30, 2019, as allowed by the agreement.



**FIRST AMENDMENT TO THE AGREEMENT FOR THE  
PURCHASE OF SOCCER UNIFORMS BETWEEN THE CITY  
OF PEMBROKE PINES AND AMERICAN SOCCER COMPANY, INC.**

THIS AGREEMENT, dated this 23<sup>rd</sup> day of August 2017, 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

**AMERICAN SOCCER COMPANY, INC.**, a company authorized to do business in the State of Florida, with a business address of **726 East Anaheim Street, Wilmington, CA 90744**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, pursuant to **IFB #RE-15-03**, on **November 3, 2015**, the CITY and CONTRACTOR entered into the Original Agreement for the **Purchase of Soccer Uniforms** for an initial **two (2) year period**, through **September 30, 2017**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for **three (3) additional one (1) year terms** upon mutual written consent; and,

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

**WHEREAS**, the Parties specifically seek to execute the **first one (1) year renewal** option and amend the 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 follows:

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

**SECTION 2.** Article 14, entitled "Public Records", is hereby repealed and replaced with the following:



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

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

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

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

14.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

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





**SECTION 3.** The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **October 1, 2017** and terminating on **September 30, 2018**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** 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 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

*Charles F. Dodge*

CHARLES F. DODGE  
CITY MANAGER

*Marlene D. Graham*  
MARLENE D. GRAHAM,  
CITY CLERK

8/23/17

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

AMERICAN SOCCER COMPANY, INC.

BY:

*Janny Noa*

Print Name: Janny Noa

Title: Bid Coordinator

*PAE SATELE*

Print Name

*Erica Caballero*

*Erica Caballero*

Print Name

STATE OF California )

) ss:

COUNTY OF Los Angeles )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Janny Noa as Bid Coordinator of **AMERICAN SOCCER COMPANY, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **AMERICAN SOCCER COMAPANY, 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 9th day of August, 2017.



NOTARY PUBLIC

*DAYANATHAN KULAVIL*

(Name of Notary Typed, Printed or Stamped)



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 23.**

**File ID:** 17-0385

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/13/2017

**Short Title:** July 2017 Contract Database Report

**Final Action:** 06/21/2017

**Title:** MOTION TO APPROVE THE DEPARTMENTS' RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE JULY 2017 CONTRACT DATABASE REPORT:

(A) BROWARD COUNTY - INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE

(B) ADMIRE CLEANING SERVICE, CORP. - JANITORIAL SERVICES AT THE FIRE DEPARTMENT

(C) CITY OF HOLLYWOOD - LEASE OF FIRE STATION 33

(D) DR. RICHARD S. DELLERSON, MD, FACEP - MEDICAL DIRECTOR

(E) DR. STEVEN H. KATZ, MD, FACEP, EMT - MEDICAL DIRECTOR (INTERIM)

(F) AMERICAN SOCCER COMPANY - SOCCER UNIFORMS FOR CITY RECREATION SOCCER LEAGUES

**\*Agenda Date:** 06/21/2017

**Agenda Number:** 23.

### Internal Notes:

**Attachments:** 1. Contract Database Report 2017-07, 2. Community Bus Services - 2016 Summary of Revenues & Expenses, 3. A. Broward County - Community Bus Service, 4. B. Admire Cleaning Service - Janitorial Services for Fire Department, 5. C. City of Hollywood - Lease of Fire Station 33, 6. D. Dr. Richard S. Dellerson, MD, FACEP - Medical Director Agreement, 7. E. Dr. Katz - Interim Medical Director Agreement, 8. F. American Soccer Company - Soccer Uniforms Agreement

1 City Commission 06/21/2017 approve

Pass

**Action Text:** A motion was made by Commissioner Schwartz, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Shechter,  
Commissioner Schwartz, and Commissioner Siple  
Nay: - 0

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MOTION TO APPROVE THE DEPARTMENTS' RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE JULY 2017 CONTRACT DATABASE REPORT:

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(E) DR. STEVEN H. KATZ, MD, FACEP, EMT - MEDICAL DIRECTOR (INTERIM)

(F) AMERICAN SOCCER COMPANY - SOCCER UNIFORMS FOR CITY RECREATION SOCCER LEAGUES

**SUMMARY EXPLANATION AND BACKGROUND:**

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

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

3. The items shown below are on the July 2017 Contract Database Report.

**(A) Broward County - Interlocal Agreement for Community Bus Service**

1. On September 3, 2014, the City Commission approved to enter into an agreement with Broward County Transit Division for an initial three (3) year period commencing on October 1, 2014 and ending on September 30, 2017 to provide community bus transportation to the residents of the City of Pembroke Pines.

2. Pursuant to Section 5.1 of the agreement, the term may be extended for two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term.

3. Based on the 90 day requirement, this agreement would need to be presented to Commission by July 2017, in addition the City would need approval to renew, from the Contract Administrator, by July 2, 2017.

4. The Community Services Department recommends that the City renew this agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the agreement.

**(B) Admire Cleaning Service, Corp. - Janitorial Services at the Fire Department**

1. On September 16, 2015, the City Commission approved to enter into an agreement with Admire Cleaning Service, Corp. for an initial two (2) year period commencing on October 1, 2015 and ending on September 30, 2017 to provide janitorial services at the Fire Department.

2. Pursuant to Section 3.2 of the agreement, the term may be extended for two (2) additional two (2) year renewal periods, subject to the execution of a written amendment to this agreement signed by both parties.

3. Based on the 90 day requirement, this agreement would need to be presented to Commission by July 2017.

4. The Fire Department recommends that the City renew this agreement for an additional two (2) year term, commencing on October 1, 2017 and expiring on September 30, 2019, as allowed by the agreement.

**(C) City of Hollywood - Lease of Fire Station 33**

1. On November 12, 2015, the City Commission approved to enter into a license to use agreement with the City of Hollywood for an initial period ending on October 1, 2017 to utilize Fire Station 33.

2. Pursuant to Section 3.0 of the agreement, the term may be extended for successive one (1) year renewal periods, at the discretion of the City Manager.

3. Based on the 90 day requirement, this agreement would need to be presented to Commission by July 2017.

4. The Fire Department recommends that the City renew this agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the agreement.

**(D) Dr. Richard S. Dellerson, MD, FACEP - Medical Director**

1. On August 7, 2013, the City Commission approved to enter into an agreement with Dr. Richard S. Dellerson, MD, FACEP for an initial one (1) year period commencing on September 1, 2013 and ending on September 30, 2014 to provide Medical Director Services and to supervise and assume direct responsibility for the medical performance of the City's emergency medical technicians and paramedics.

2. Pursuant to Section 2 of the agreement, the term may be extended for five (5) additional one (1) year renewal periods, upon mutual consent of the parties.
3. To date, the agreement has had four amendments, including three one year renewals which extended the term of the agreement to September 30, 2017.
4. Based on the 90 day requirement, this agreement would need to be presented to Commission by July 2017.
5. The Fire Department recommends that the City renew this agreement for the fourth one (1) year renewal term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the agreement.

**(E) Dr. Steven H. Katz, MD, FACEP, EMT - Interim Medical Director**

1. On June 19, 2013, the City Commission approved to enter into an agreement with Dr. Steven H. Katz, MD, FACEP, EMT to serve as the Interim Medical Director for the Fire Rescue Department in the event that the current Medical Director can no longer provide that service.
2. Pursuant to Section 2 of the agreement, the City employs the Interim Medical Director for a one month period commencing on the date of revocation of the current Medical Director's license, whereby execution of this Agreement shall be performed as soon as possible thereafter by the parties. After the first month period, this agreement shall automatically renew for subsequent one month terms unless terminated.
3. As a result, this agreement would not need to be brought to Commission for review, however it is being presented at the same time that the Medical Director's Agreement is being presented.
4. The Fire Department recommends that the City continues to utilize Steven H. Katz as the Interim Medical Director.

**(F) American Soccer Company - Soccer Uniforms for City Recreation Soccer Leagues**

1. On October 21, 2015, the City Commission approved to enter into an agreement with American Soccer Company for an initial two (2) year period commencing on October 1, 2015 and ending on September 30, 2017 to provide soccer uniforms for City recreation soccer leagues at West Pines Soccer Park and Chapel Trail.
2. Pursuant to Section 2.2 of the agreement, the term may be extended for three (3) additional one (1) year renewal periods, subject to the execution of a written amendment to this agreement signed by both parties.
3. Based on the 90 day requirement, this agreement would need to be presented to Commission by July 2017.

4. The Recreation Department recommends that the City renew this agreement for an additional one (1) year term, commencing on October 1, 2017 and expiring on September 30, 2018, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.





**AGREEMENT FOR PURCHASE OF SOCCER UNIFORMS**

**THIS AGREEMENT FOR PURCHASE OF SOCCER UNIFORMS** ("Agreement") is dated this 31 day of October, 2015 by and between:

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

and

**AMERICAN SOCCER COMPANY, INC.**, a company, with a business address of 726 East Anaheim Street, Wilmington, CA 90744 (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY advertised its invitation to bid No. **IFB #RE-15-03** entitled "Soccer Uniforms" (hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide soccer uniforms:

**WHEREAS**, on **September 22, 2015**, the responses to the ITB were opened at the offices of the City Clerk; and

**WHEREAS**, on **October 21, 2015** the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and

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

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

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

**ARTICLE 1**





## PURCHASE OF GOODS

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

## ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on **October 1, 2015** and ending on **September 30, 2017**, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for three (3) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination.





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

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

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within fifteen (15) days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

### ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **THIRTY-THREE THOUSAND THREE HUNDRED ELEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$33,311.75)** per year for two years. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a





reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

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

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

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONSULTANT to be free of defective parts and workmanship. This warranty shall be for a period of ninety (90) days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONSULTANT warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONSULTANT shall provide a warranty as to fitness of the Commodities for a period of ninety (90) days of the time designated in





the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

## **ARTICLE 5 INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6 INSURANCE**

- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence





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

6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

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

#### 6.4 REQUIRED INSURANCE

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

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





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

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

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

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

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

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

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

## ARTICLE 7

### NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

7.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment





or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9 SIGNATORY AUTHORITY**

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

## **ARTICLE 10 MERGER; AMENDMENT**

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





**ARTICLE 11  
DEFAULT OF CONTRACT & REMEDIES**

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

**ARTICLE 12  
BANKRUPTCY**

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

**ARTICLE 13  
DISPUTE RESOLUTION**

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

13.2 Operations During Dispute.

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

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

**ARTICLE 14  
PUBLIC RECORDS**

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





- 14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - 14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - 14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 11.

## ARTICLE 15 MISCELLANEOUS

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of \_\_\_\_ ( ) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by





CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

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

CONTRACTOR:        **AMERICAN SOCCER COMPANY, INC.**  
**Janny Nba – IBid Specialist**  
**726 East Anaheim Street**  
**Wilmington, CA 90744**  
**Phone: (800) 626-7774**



**Fax: (800) 426-1222**

**Email: [Janny@scoresports.com](mailto:Janny@scoresports.com)**

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

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



City of Pembroke Pines

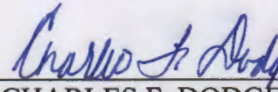
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY:**

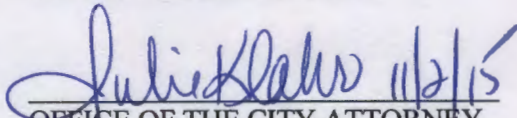
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

 11/3/15  
MARLENE D. GRAHAM, CITY CLERK

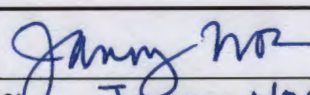
By:   
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

 11/2/15  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

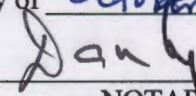
AMERICAN SOCCER COMPANY, INC.

By:   
Name: Janny Noa  
Title: Bid Specialist

STATE OF California  
COUNTY OF Los Angeles

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Janny Noa as Bid Specialist of AMERICAN SOCCER COMPANY, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of AMERICAN SOCCER COMPANY, 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 19th day of October, 2015.

  
NOTARY PUBLIC

DAYANATHAN KULAVIL, Notary Public  
(Name of Notary Typed, Printed or Stamped)

JFK:mir





# Soccer Uniforms

Invitation for Bids # RE-15-03

THE CITY OF PEMBROKE PINES  
**PURCHASING DIVISION**  
**13975 PEMBROKE ROAD**  
**PEMBROKE PINES, FLORIDA 33026**  
**(954) 704-1259**





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Attachment A: Proposal Form

Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Specimen Contract/Agreement



## **SECTION 1 – INSTRUCTIONS**

### **1.1 NOTICE**

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

**IFB # RE-15-03  
Soccer 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](http://www.BidSync.com) website.

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

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 704-1259 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 13975 Pembroke Road, Pembroke Pines, Florida 33027.

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

**Proposals will be accepted until 2:00 p.m., September 22, 2015.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals to provide the Recreation & Cultural Arts Department with full sets of matching soccer uniforms, to include shirts with silkscreened logo on front and sponsor’s name and player number on back of shirts and shorts, and socks. Uniforms must be made available in a full range of children and adult sizes, and the selected vendor must be able to provide, a minimum of twenty (20) color combinations for the uniform jersey and shorts, as well as corresponding sock colors.



## **1.3 SPECIFICATIONS**

### **1.3.1 Players Shirts**

- Standard soccer jersey with v-neck collar and contrasting sleeve piping.
- All shirts should be “Cool Stitch” fabric or similar polyester fabric
- City logo to be silkscreened (single color) left breast, sponsor name and player number in standard 8” outline white with black print on back.

<b>Players Uniform Shirts Size</b>	<b>Estimated Quantity For A 2 Year Period</b>
Youth Extra Small	800
Youth Small	700
Youth Medium	800
Youth Large	700
Adult Small	625
Adult Medium	300
Adult Large	225
Extra Large	30
2X Large	5
3X Large	5
4X Large	5
5X Large	5

### **1.3.2 Players Shorts**

- Standard shorts, made of moisture wicking polyester fabric and elastic waistband with draw cord.

<b>Players Uniform Shorts Size</b>	<b>Estimated Quantity For A 2 Year Period</b>
Youth Extra Small	800
Youth Small	700
Youth Medium	800
Youth Large	700
Adult Small	625
Adult Medium	300
Adult Large	225
Extra Large	30
2X Large	5
3X Large	5
4X Large	5



5X Large	5
----------	---

### **1.3.3 Players Socks**

- Solid tube sock, knit with extra padded foot.

Players Uniform Socks Size	Estimated Quantity For A 2 Year Period
Youth Regular	4,200
King Size	

### **1.3.4 Coaches Uniforms**

- Shirts for coaches are the same exact style and color as team jerseys. Standard soccer jersey with v-neck collar and contrasting sleeve piping. City logo to be silk screened (single color) on front left breast and “COACH” silkscreened on front right breast.

Coaches Uniform Shorts Size	Estimated Quantity For A 2 Year Period
Adult Small	60
Adult Medium	100
Adult Large	160
Extra Large	195
2X Large	70
3X Large	5
4X Large	5
5X Large	5

## **1.4 ADDITIONAL INFORMATION**

- A. Delivery Dates:  
Uniforms will be needed by the following four dates:

- January 11, 2016
- August 8, 2016
- January 9, 2017
- August 7, 2017



B. Term:

The initial term of this contract shall be for a two (2) year period with option to renew three (3) additional one (1) year periods based on mutual consent of both parties. Period quoted will cover from October 1, 2015 through September 30, 2017.

## **1.5 PROPOSAL REQUIREMENTS**

All proposals shall address and be presented as outlined below:

### **1.5.1 PROPOSAL FORM**

Attached is proposal form (Attachment A) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

- Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

### **1.5.2 STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS**

The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal:

1. City of Pembroke Pines Vendor Information Form and a W-9. (Attachment B)
  - i. 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.
2. Non-Collusive Affidavit (Attachment C)
3. Sworn Statement on Public Entity Crimes Form (Attachment D)
4. Local Vendor Preference Certification, if applicable. (Attachment E)
5. Veteran Owned Small Business Preference Certification (Attachment F)
6. Equal Benefits Certification Form (Attachment G)





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

## **1.7 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>August 25, 2015</b>
Question Due Date	<b>September 7, 2015</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>September 10, 2015</b>
Proposals will be accepted until	<b>2:00 p.m. on September 22, 2015</b>
Proposals will be opened at	<b>2:30 p.m. on September 22, 2015</b>
Evaluation of Proposals by the Evaluation Committee	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>

## **1.8 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on September 22, 2015**.

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.**



## **SECTION 2 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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



## 2.1 REQUIRED INSURANCE

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

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

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

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

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

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

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

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



## **2.2 REQUIRED ENDORSEMENTS**

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

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

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



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

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

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

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

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

### **3.4 INTERPRETATIONS AND QUESTIONS**

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

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

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

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

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





permits or licenses required, if necessary, in order to provide this service.

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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or

equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

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

### **3.10 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. 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.

### **3.29 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 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.





Company Name: \_\_\_\_\_

**PROPOSAL FORM****IFB # RE-15-03****DATE:** \_\_\_\_\_, 2015

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

IN ACCORDANCE WITH THE “**Invitation for Bids** dated **August 25, 2015** titled “**Soccer Uniforms**” attached hereto as a part hereof the undersigned proposes the following:

**\*All prices must include shipping and or freight costs.**

Players Uniform Shirts Size	Estimated Quantity For A 2 Year Period	Each Price
Youth Extra Small	800	BidSync
Youth Small	700	BidSync
Youth Medium	800	BidSync
Youth Large	700	BidSync
Adult Small	625	BidSync
Adult Medium	300	BidSync
Adult Large	225	BidSync
Extra Large	30	BidSync
2X Large	5	BidSync
3X Large	5	BidSync
4X Large	5	BidSync
5X Large	5	BidSync

Players Uniform Shorts Size	Estimated Quantity For A 2 Year Period	Each Price
Youth Extra Small	800	BidSync
Youth Small	700	BidSync
Youth Medium	800	BidSync
Youth Large	700	BidSync
Adult Small	625	BidSync
Adult Medium	300	BidSync
Adult Large	225	BidSync
Extra Large	30	BidSync
2X Large	5	BidSync
3X Large	5	BidSync
4X Large	5	BidSync
5X Large	5	BidSync



City of Pembroke Pines

Company Name: \_\_\_\_\_

Players Uniform Socks Size	Estimated Quantity For A 2 Year Period	Each Price
Youth Regular	4,200	BidSync
King Size		

Coaches Uniform Shorts Size	Estimated Quantity For A 2 Year Period	Each Price
Adult Small	60	BidSync
Adult Medium	100	BidSync
Adult Large	160	BidSync
Extra Large	195	BidSync
2X Large	70	BidSync
3X Large	5	BidSync
4X Large	5	BidSync
5X Large	5	BidSync

PLEASE PRINT

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY &amp; STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



(OFFICE USE ONLY) Vendor number:

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

### Vendor Information Form

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

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

<b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>		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. <input type="text"/>			
	2 Business name/disregarded entity name, if different from above <input type="text"/>			
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or Trust/estate <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="text"/> 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) <input type="text"/>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/>  (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <input type="text"/>		Requester's name and address (optional) <input type="text"/>	
6 City, state, and ZIP code <input type="text"/>				
7 List account number(s) here (optional) <input type="text"/>				
<b>Part I Taxpayer Identification Number (TIN)</b>				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid		Social security number		
<input type="text"/>		<input type="text"/>		

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.

or

Employer identification number

**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.

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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## 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 <input type="text"/>	Date <input type="text"/>
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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](http://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 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

- 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)

are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

**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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer

Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup> The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

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

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

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

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [sparr@uce.gov](mailto:sparr@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

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## 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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**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.)

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

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

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

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

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

Bidder's Name/Signature

Company

Date



## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

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

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

**OR;**

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

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

#### COMPARISON OF QUALIFICATIONS

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

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.



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

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

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

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

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

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

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

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

#### COMPARISON OF QUALIFICATIONS

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

### SECTION 2 AFFIRMATION

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

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

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

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



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

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

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

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

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

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

### **SECTION 1 DEFINITIONS**

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their



partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

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

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

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the**

**information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



*City of Pembroke Pines*

**AGREEMENT FOR PURCHASE OF**

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

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

and

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

**RECITALS:**

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

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

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

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

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

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



## ARTICLE 1 PURCHASE OF GOODS

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

## ARTICLE 2 TERM AND TERMINATION

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





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

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

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

### ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

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



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

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

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

#### **ARTICLE 4**

#### **WARRANTY OF COMMODITIES**

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



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

## **ARTICLE 5 INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6 INSURANCE**



- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.4 REQUIRED INSURANCE
- 6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
- |    |                  |             |
|----|------------------|-------------|
| A. | Bodily Injury    |             |
| 1. | Each Occurrence  | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000   |
| B. | Property Damage  |             |
| 1. | Each Occurrence  | 1,000,000   |
| 2. | Annual Aggregate | 1,000,000   |
| C. | Personal Injury  |             |
|    | Annual Aggregate | 1,000,000   |





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

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

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

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

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

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

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

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

## ARTICLE 7

### NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT



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

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9 SIGNATORY AUTHORITY**

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



## **ARTICLE 10 MERGER; AMENDMENT**

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

## **ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES**

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

## **ARTICLE 12 BANKRUPTCY**

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

## **ARTICLE 13 DISPUTE RESOLUTION**

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

- 13.2 Operations During Dispute.

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

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities



provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

## ARTICLE 14 PUBLIC RECORDS

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

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

## ARTICLE 15 MISCELLANEOUS

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

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





- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of \_\_\_\_ (\_\_\_\_) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
- It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

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



*City of Pembroke Pines*

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

CONTRACTOR: [VENDOR NAME].  
 [VENDOR ADDRESS]  
 [VENDOR CITY, STATE, & ZIP CODE]  
 Telephone No. \_\_\_\_\_  
 Facsimile No. \_\_\_\_\_

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.



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

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



*City of Pembroke Pines*

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

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

**CONTRACTOR:**

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

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

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

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

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


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

JFK:mir  
Document2



[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

 Bid #RE-15-03 - Soccer Uniforms   

**Time Left** Bid has ended.  
**Bid Started** Aug 25, 2015 5:39:18 PM EDT  
**Bid Ended** **This bid closed on Sep 22, 2015 2:00:00 PM EDT**  
**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))  
**Bid Classifications** [Classification Codes](#)  
**Bid Regions** [Regions](#)  
**Bid Contact** [see contact information](#)  
**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid  
**View Rules** Click here to [change](#) the rules for this bid.  
**Bid Packet**  [Packet for Bid RE-15-03](#) ([download](#))  
**Best and Final Offer:** [Create](#)

**Notifications**
**# of suppliers that viewed**
**Q & A**
[Report](#) ([Bidder Activity](#))

 86  ([View](#))

[Questions & Answers](#)

Questions: 4

Q&amp;A Deadline: Sep 7, 2015 8:30:00 PM EDT

**Approval**
**View Approval Flow** [View Approval Flow](#)
**Approval Status** Approved
**Bid Comments**

**Contract Duration** 2 years  
**Contract Renewal** 3 annual renewals  
**Prices Good for** 90 days  
**Budgeted Amount** \$0.00 ([change](#))  
**Standard Disclaimer** Bids/proposals must be submitted electronically


Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.  
 The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. [Leave Feedback](#), 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 to provide the Recreation & Cultural Arts Department with full sets of matching soccer uniforms, to include shirts with silkscreened logo on front and sponsor's name and player number on back of shirts and shorts, and socks. Uniforms must be made available in a full range of children and adult sizes, and the selected vendor must be able to provide, a minimum of twenty (20) color combinations for the uniform jersey and shorts, as well as corresponding sock colors.


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


 1.  [RE-15-03 Soccer Uniforms.pdf](#) ([download](#))

- ☐


3.  [Attachment B - Vendor Information Form and a W-9](#) [\[download\]](#)
- ☐

5.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [\[download\]](#)
- ☐

7.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [\[download\]](#)
- ☐

9.  [Attachment H - Specimen Contract Agreement BidSync.pdf](#) [\[download\]](#)
- ☐

2.  [Attachment A - Proposal Form Bidsync.pdf](#) [\[download\]](#)
- ☐

4.  [Attachment C - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐

6.  [Attachment E - Local Vendor Preference Certification](#) [\[download\]](#)
- ☐

8.  [Attachment G - Equal Benefits Certification Form](#) [\[download\]](#)

 = Included in Bid Packet     = Excluded from Bid Packet

Items

- ☐

1.3.1 Players Shirts

[\[Description\]](#)
- ☐

1.3.2 Players Shorts

[\[Description\]](#)
- ☐

1.3.3 Players Socks

[\[Description\]](#)
- ☐

1.3.4 Coaches Uniforms

[\[Description\]](#)

Contractor Advertisements

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There are no advertisements on this solicitation.

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

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## Question and Answers for Bid #RE-15-03 - Soccer Uniforms

[Create New Question](#)

Question Deadline: Sep 7, 2015 8:30:00 PM EDT

### Overall Bid Questions

#### Question 1

There is a requirement for the Silk Screening of the City Logo on the uniforms. Is the Logo the same as the Great Seal you display in the procuring document?

If not please provide the Logo (Submitted: Aug 26, 2015 10:34:23 AM EDT)

[edit](#) 

#### Answer

- Yes the logo is the City of Pembroke Pines seal (Answered: Sep 10, 2015 4:21:40 PM EDT)

Add to Answer:

#### Question 2

- The specifications asks for 4220 Player uniforms, 1200 Coaches uniforms (5420 total uniforms) and 4200 pair of socks. Is this correct?
- The specification asks for a minimum of "20 color combinations" (Jerseys, Shorts, Socks). Could you specify the specific colors for the Jerseys, Shorts, and Socks? (You can achieve more the 20 combinations using as few as three colors)
- For the four delivery dates how many Player and Coach uniforms are to be delivered?
- While the exact delivery location is not specified, could we assume the Zip code will be 33026 for the purposes of pricing the cost of shipping? (Submitted: Aug 26, 2015 12:19:05 PM EDT)

#### Answer

- No. Please refer to Attachment A - Proposal Form for the correct quantities.
- Here is a sample of some of the color combinations the City has chosen in the past. These combinations are not necessarily going to be the colors the City will choose. The vendor must have the ability to achieve a minimum of 20 color combinations.

[edit](#) 

BLACK & WHITE, BURGUNDY & WHITE, COLE & WHITE, FUCHSIA & BLACK, GOLD & BLACK, HUNTER & WHITE, KELLY & WHITE, LAVENDER & WHITE, LEMON & BLACK, LIME & BLACK, NAVY & WHITE, ORANGE & BLACK, PINK & BLACK, PURPLE & WHITE, RED & BLACK, ROYAL & WHITE, SILVER & BLACK, TEAL & BLACK, TANGERINE & BLACK, TURQUOISE & BLACK, WHITE & RED, WHITE & ROYAL, WHITE & WHITE, WATERMELON & BLACK, YELLOW & BLACK.

[Leave Feedback](#)

- Varies per season as it depends on how many coaches and players sign up.

- The exact address for deliver is

COPP West Pines Soccer Park  
350 SW 196th Ave  
Pembroke Pines, FL 33029 (Answered: Sep 10, 2015 4:21:40 PM EDT)

Add to Answer:

#### Question 3

Is there a particular brand and model number for the uniforms that you have used in the past you want to duplicate or is it totally up to the bidders to pick one? Unless a specific model is requested, you will get varying styles and qualities. (Submitted: Aug 27, 2015 12:45:13 PM EDT)

[edit](#) 

#### Answer

- The City has used American Score Soccer style Costa Rica No. 235 & Belize No. 221 (Answered: Sep 10, 2015 4:21:40 PM EDT)

Add to Answer:

#### Question 4

In reference to soccer jerseys and shorts in size XXL and above - Will sizes XXL through XXXXXL need to match exact to the smaller sizes or will a sub as close as possible be accepted? (Submitted: Sep 4, 2015 3:35:51 PM EDT)

#### Answer

[edit](#) 

- All uniforms in all sizes need to look exactly like the other uniforms. A sub or close as possible will not be accepted. (Answered: Sep 10, 2015 4:21:40 PM EDT)

Add to Answer:

Submit

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

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DATE: 09/22/15

SEALED BID FOR: RE-15-03 - Soccer Uniforms

COMPANY NAME

AMOUNT

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PRESENT:

CHARLES F. DODGE, CITY MANAGER

*Debra Rogers*

MARLENE GRAHAM, CITY CLERK

*Shari Schauer*

DEBRA E. ROGERS, DEPUTY CITY CLERK

*Debra Rogers*  
*Shari Schauer*

CHRISTINA SORENSEN, PURCHASING MANAGER

*Danny Benedict* PURCHASING DEPARTMENT

*Debra*

OTHERS:

*Monathai Saramillo*

*Jose Saramillo Trust Investments Co.*

*[Signature]*  
*[Signature]*

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ORIGINAL BIDS RELEASED TO:

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ON 

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## Bid #RE-15-03 - Soccer Uniforms

Creation Date **Aug 24, 2015**End Date **Sep 22, 2015 2:00:00 PM EDT**Start Date **Aug 25, 2015 5:39:18 PM EDT**Awarded Date **Not Yet Awarded**

RE-15-03-01-01 1.3.1 Players Shirts: Youth Extra Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: #235			
Agency Notes:		Supplier Notes: SCORE Costa Rica Jersey #235			
The Player's Connection [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: 790/791			
Agency Notes:		Supplier Notes:			
Legacy Team Sales	First Offer -	800 / each			
Product Code:		Supplier Product Code: 1601			
Agency Notes:		Supplier Notes: Price includes random numbering.			
The Player's Connection [Ad]	Alt 1 -	800 / each			
Product Code:		Supplier Product Code: 22781/22780			
Agency Notes:		Supplier Notes: High Five with panels			
Award Company of America [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Alternative color combinations attached - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
East Coast Designs	First Offer -	800 / each			
Product Code:		Supplier Product Code: 22871			
Agency Notes:		Supplier Notes:			
imex innovative co	First Offer -	800 / each			
Product Code:		Supplier Product Code: 001			
Agency Notes:		Supplier Notes:			

RE-15-03-01-02 1.3.1 Players Shirts: Youth Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: #235			
Agency Notes:		Supplier Notes: SCORE Costa Rica Jersey #235			
The Player's Connection [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: 790/791			
Agency Notes:		Supplier Notes:			
Legacy Team Sales	First Offer -	700 / each			
Product Code:		Supplier Product Code: 1601			
Agency Notes:		Supplier Notes: Price includes random numbering.			
The Player's Connection [Ad]	Alt 1 -	700 / each			
Product Code:		Supplier Product Code: 22781/22780			
Agency Notes:		Supplier Notes: High Five with panels			
Award Company of America [Ad]	First Offer -	700 / each			

Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
East Coast Designs	First Offer -	700 / each	
Product Code:		Supplier Product Code: 22871	
Agency Notes:		Supplier Notes:	
imex innovative co	First Offer -	700 / each	
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

RE-15-03--01-03 1.3.1 Players Shirts: Youth Medium - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: #235			
Agency Notes:		Supplier Notes: SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: 790-791			
Agency Notes:		Supplier Notes:			
Legacy Team Sales	First Offer -	800 / each			
Product Code:		Supplier Product Code: 1601			
Agency Notes:		Supplier Notes: Price includes random numbering.			
The Player's Connection [Ad]	Alt 1 -	800 / each			
Product Code:		Supplier Product Code: 22781-22780			
Agency Notes:		Supplier Notes: High Five with panels			
Award Company of America [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
East Coast Designs	First Offer -	800 / each			
Product Code:		Supplier Product Code: 22871			
Agency Notes:		Supplier Notes:			
imex innovative co	First Offer -	800 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

RE-15-03--01-04 1.3.1 Players Shirts: Youth Large- Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: #235			
Agency Notes:		Supplier Notes: SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: 790-791			
Agency Notes:		Supplier Notes:			
Legacy Team Sales	First Offer -	700 / each			
Product Code:		Supplier Product Code: 1601			
Agency Notes:		Supplier Notes: Price includes random numbering.			
The Player's Connection [Ad]	Alt 1 -	700 / each			

<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels	
Award Company of America [Ad]	First Offer -	700 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
East Coast Designs	First Offer -	700 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22871	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
imex innovative co	First Offer -	700 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

RE-15-03--01-05 1.3.1 Players Shirts: Adult Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790-791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Legacy Team Sales	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.			
Award Company of America [Ad]	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives ashown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
The Player's Connection [Ad]	Alt 1 -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels			
East Coast Designs	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
imex innovative co	First Offer -	625 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

RE-15-03--01-06 1.3.1 Players Shirts: Adult Medium - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	300 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	300 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790/791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Legacy Team Sales	First Offer -	300 / each			

<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.	
<a href="#">Award Company of America [Ad]</a>	First Offer -	300 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	300 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels	
<a href="#">East Coast Designs</a>	First Offer -	300 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">imex innovative co</a>	First Offer -	300 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

<b>RE-15-03--01-07 1.3.1 Players Shirts: Adult Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790/791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.			
<a href="#">Award Company of America [Ad]</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels			
<a href="#">East Coast Designs</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">imex innovative co</a>	First Offer -	225 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03--01-08 1.3.1 Players Shirts: Extra Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	30 / each			

<b>Product Code:</b>		<b>Supplier Product Code:</b> 790/791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.			
<a href="#">Award Company of America [Ad]</a>	First Offer -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels			
<a href="#">East Coast Designs</a>	First Offer -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">imex innovative co</a>	First Offer -	30 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

RE-15-03--01-09 1.3.1 Players Shirts: 2X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790/791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Award Company of America [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">Legacy Team Sales</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels			
<a href="#">East Coast Designs</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">imex innovative co</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

RE-15-03--01-10 1.3.1 Players Shirts: 3X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	5 / each			



<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>			
Award Company of America [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
The Player's Connection [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 790/791</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Legacy Team Sales	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 1600</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Price includes random numbering.			
East Coast Designs	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
The Player's Connection [Ad]	Alt 1 -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22781-22780</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with panels			
imex innovative co	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03--01-11 1.3.1 Players Shirts: 4X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>			
Award Company of America [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
The Player's Connection [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 790-791</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
East Coast Designs	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
imex innovative co	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03--01-12 1.3.1 Players Shirts: 5X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>			
Award Company of America [Ad]	First Offer -	5 / each			

<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
The Player's Connection [Ad]	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790-791	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
East Coast Designs	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
imex innovative co	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	



RE-15-03--02-01 1.3.2 Players Shorts: Youth Extra Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1426			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
AMERICAN SOCCER CO INC [Ad]	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #117A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 25391			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
East Coast Designs	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 25391			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Award Company of America [Ad]	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	800 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			








RE-15-03--02-02 1.3.2 Players Shorts: Youth Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	700 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1426			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
AMERICAN SOCCER CO INC [Ad]	First Offer -	700 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #117A			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	700 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 25391			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
East Coast Designs	First Offer -	700 / each			






Product Code:		Supplier Product Code: 25391	
Agency Notes:		Supplier Notes:	
Award Company of America [Ad]	First Offer -	700 / each	
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
imex innovative co	First Offer -	700 / each	
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

RE-15-03-02-03 1.3.2 Players Shorts: Youth Medium - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	800 / each			
Product Code:		Supplier Product Code: 1426			
Agency Notes:		Supplier Notes:			
AMERICAN SOCCER CO INC [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code: 25391			
Agency Notes:		Supplier Notes:			
East Coast Designs	First Offer -	800 / each			
Product Code:		Supplier Product Code: 25391			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	800 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	800 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

RE-15-03-02-04 1.3.2 Players Shorts: Youth Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	700 / each			
Product Code:		Supplier Product Code: 1426			
Agency Notes:		Supplier Notes:			
AMERICAN SOCCER CO INC [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	700 / each			
Product Code:		Supplier Product Code: 25391			
Agency Notes:		Supplier Notes:			
East Coast Designs	First Offer -	700 / each			
Product Code:		Supplier Product Code: 25391			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	700 / each			

<b>Product Code:</b>	<b>Supplier Product Code:</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected
<a href="#">imex.innovative.co</a>	First Offer - 700 / each  
<b>Product Code:</b>	<b>Supplier Product Code:</b>
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

RE-15-03--02-05 1.3.2 Players Shorts: Adult Small - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Legacy Team Sales</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 1425				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> #117A				
<b>Agency Notes:</b>	<b>Supplier Notes:</b> SCORE Sydney #117A				
<a href="#">East Coast Designs</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 25390				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">The Player's Connection [Ad]</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 25390				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">Award Company of America [Ad]</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b>				
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected				
<a href="#">imex.innovative.co</a>	First Offer -	625 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b>				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				

RE-15-03--02-06 1.3.2 Players Shorts: Adult Medium - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Legacy Team Sales</a>	First Offer -	300 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 1425				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	300 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> #117A				
<b>Agency Notes:</b>	<b>Supplier Notes:</b> SCORE Sydney #117A				
<a href="#">East Coast Designs</a>	First Offer -	300 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 25390				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">The Player's Connection [Ad]</a>	First Offer -	300 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b> 25390				
<b>Agency Notes:</b>	<b>Supplier Notes:</b>				
<a href="#">Award Company of America [Ad]</a>	First Offer -	300 / each			
<b>Product Code:</b>	<b>Supplier Product Code:</b>				
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 -				

		The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	300 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

RE-15-03-02-07 1.3.2 Players Shorts: Adult Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	225 / each			
Product Code:		Supplier Product Code: 1425			
Agency Notes:		Supplier Notes:			
AMERICAN SOCCER CO INC [Ad]	First Offer -	225 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
East Coast Designs	First Offer -	225 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
The Player's Connection [Ad]	First Offer -	225 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	225 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03-01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	225 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

RE-15-03-02-08 1.3.2 Players Shorts: Extra Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Legacy Team Sales	First Offer -	30 / each			
Product Code:		Supplier Product Code: 1425			
Agency Notes:		Supplier Notes:			
AMERICAN SOCCER CO INC [Ad]	First Offer -	30 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
East Coast Designs	First Offer -	30 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
The Player's Connection [Ad]	First Offer -	30 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	30 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03-01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	30 / each			



Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

RE-15-03-02-09 1.3.2 Players Shorts: 2X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code: #117A				
Agency Notes:	Supplier Notes: SCORE Sydney #117A				
Legacy Team Sales	First Offer -	5 / each			
Product Code:	Supplier Product Code: 1425				
Agency Notes:	Supplier Notes:				
East Coast Designs	First Offer -	5 / each			
Product Code:	Supplier Product Code: 25390				
Agency Notes:	Supplier Notes:				
The Player's Connection [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code: 25390				
Agency Notes:	Supplier Notes:				
Award Company of America [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code:				
Agency Notes:	Supplier Notes: Some color alternatives are shown in attachment to RE-15-03-01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected				
imex innovative co	First Offer -	5 / each			
Product Code:	Supplier Product Code:				
Agency Notes:	Supplier Notes:				

RE-15-03-02-10 1.3.2 Players Shorts: 3X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code: #117A				
Agency Notes:	Supplier Notes: SCORE Sydney #117A				
Legacy Team Sales	First Offer -	5 / each			
Product Code:	Supplier Product Code: 1425				
Agency Notes:	Supplier Notes:				
The Player's Connection [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code: 25390				
Agency Notes:	Supplier Notes:				
Award Company of America [Ad]	First Offer -	5 / each			
Product Code:	Supplier Product Code:				
Agency Notes:	Supplier Notes: Some color alternatives are shown in attachment to RE-15-03-01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected				
East Coast Designs	First Offer -	5 / each			
Product Code:	Supplier Product Code: 25390				
Agency Notes:	Supplier Notes:				
imex innovative co	First Offer -	5 / each			
Product Code:	Supplier Product Code:				
Agency Notes:	Supplier Notes:				

RE-15-03-02-11 1.3.2 Players Shorts: 4X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
East Coast Designs	First Offer -	5 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
imex innovative co	First Offer -	5 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			






RE-15-03-02-12 1.3.2 Players Shorts: 5X Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code: #117A			
Agency Notes:		Supplier Notes: SCORE Sydney #117A			
The Player's Connection [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
Award Company of America [Ad]	First Offer -	5 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
East Coast Designs	First Offer -	5 / each			
Product Code:		Supplier Product Code: 25390			
Agency Notes:		Supplier Notes:			
imex innovative co	First Offer -	5 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			









RE-15-03-03-01 1.3.3 Players Socks: Youth Regular and King Size Socks - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attach.	Docs
Legacy Team Sales	First Offer -	4200 / each			
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
AMERICAN SOCCER CO INC [Ad]	First Offer -	4200 / each			
Product Code:		Supplier Product Code: #800			
Agency Notes:		Supplier Notes: SCORE Solid Socks #800			
The Player's Connection [Ad]	First Offer -	4200 / each			



<b>Product Code:</b>		<b>Supplier Product Code:</b> 28030	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">East Coast Designs</a>	First Offer -	4200 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> ALL551	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">Award Company of America [Ad]</a>	First Offer -	4200 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
<a href="#">imex innovative co</a>	First Offer -	4200 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

<b>RE-15-03-04-01 1.3.4 Coaches Uniforms: Adult Small - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790-791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">East Coast Designs</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with Panels			
<a href="#">Award Company of America [Ad]</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03-01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">imex innovative co</a>	First Offer -	60 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03-04-02 1.3.4 Coaches Uniforms: Adult Medium - Estimated Quantity For A 2 Year Period - 100</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	100 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	100 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790-791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	100 / each			

<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
East Coast Designs	First Offer -	100 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
The Player's Connection [Ad]	Alt 1 -	100 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with Panels	
Award Company of America [Ad]	First Offer -	100 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
imex innovative co	First Offer -	100 / each	 
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

RE-15-03-04-03 1.3.4 Coaches Uniforms: Adult Large - Estimated Quantity For A 2 Year Period - 160					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 790-791			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Legacy Team Sales	First Offer -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 1600			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
East Coast Designs	First Offer -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22870			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
The Player's Connection [Ad]	Alt 1 -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> 22781-22780			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with Panels			
Award Company of America [Ad]	First Offer -	160 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
imex innovative co	First Offer -	160 / each		 	
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

RE-15-03-04-04 1.3.4 Coaches Uniforms: Extra Large - Estimated Quantity For A 2 Year Period					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
AMERICAN SOCCER CO INC [Ad]	First Offer -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b> #235			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
The Player's Connection [Ad]	First Offer -	195 / each			

<b>Product Code:</b>		<b>Supplier Product Code: 790-791</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 1600</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">East Coast Designs</a>	First Offer -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22781-22780</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: High Five with panels</b>			
<a href="#">Award Company of America [Ad]</a>	First Offer -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">imex innovative co</a>	First Offer -	195 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03--04-05 1.3.4 Coaches Uniforms: 2X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> SCORE Costa Rica #235			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 790-791</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Legacy Team Sales</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 1600</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">East Coast Designs</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22781-22780</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> High Five with Panels			
<a href="#">Award Company of America [Ad]</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b> Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected			
<a href="#">imex innovative co</a>	First Offer -	70 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			





<b>RE-15-03--04-06 1.3.4 Coaches Uniforms: 3X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attch.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	5 / each			



<b>Product Code:</b>		<b>Supplier Product Code: #235</b>	
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>	
<a href="#">Legacy Team Sales</a>	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">The Player's Connection [Ad]</a>	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code: 790-791</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">East Coast Designs</a>	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
<a href="#">The Player's Connection [Ad]</a>	Alt 1 -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code: 22781-22780</b>	
<b>Agency Notes:</b>		<b>Supplier Notes: High Five with panels</b>	
<a href="#">Award Company of America [Ad]</a>	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected</b>	
<a href="#">imex innovative co</a>	First Offer -	5 / each	
<b>Product Code:</b>		<b>Supplier Product Code:</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	

<b>RE-15-03-04-07 1.3.4 Coaches Uniforms: 4X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attach.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 790-791</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">East Coast Designs</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: 22870</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
<a href="#">Award Company of America [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected</b>			
<a href="#">imex innovative co</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			

<b>RE-15-03-04-08 1.3.4 Coaches Uniforms: 5X Large - Estimated Quantity For A 2 Year Period</b>					
<b>Supplier</b>	<b>Unit Price</b>	<b>Qty/Unit</b>	<b>Total Price</b>	<b>Attach.</b>	<b>Docs</b>
<a href="#">AMERICAN SOCCER CO INC [Ad]</a>	First Offer -	5 / each			
<b>Product Code:</b>		<b>Supplier Product Code: #235</b>			
<b>Agency Notes:</b>		<b>Supplier Notes: SCORE Costa Rica #235</b>			
<a href="#">The Player's Connection [Ad]</a>	First Offer -	5 / each			

Product Code:		Supplier Product Code: 790-791	
Agency Notes:		Supplier Notes:	
East Coast Designs	First Offer -	5 / each	
Product Code:		Supplier Product Code: 22870	
Agency Notes:		Supplier Notes:	
Award Company of America [Ad]	First Offer -	5 / each	
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes: Some color alternatives are shown in attachment to RE-15-03--01-01 - The prices are constant across all sizes and presumes the total bid will be accepted or rejected	
imex innovative co	First Offer -	5 / each	 
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

### Supplier Totals

<b>AMERICAN SOCCER CO INC [Ad]</b>		(33/33 items)
Bid Contact <b>JANNY NOA</b> <b>JANNY@SCORESPORTS.COM</b> Ph 800-626-7774 Fax 800-626-7774		Address <b>726 E ANAHEIM ST</b> <b>WILMINGTON, CA 90744</b>
Bid Notes Jersey includes City Logo L-03162 and 8" number on the Back. Sponsor Name will be in Block lettering charged at \$15.00 for set-up and \$1.50 per application. In addition for COACHES Jerseys ONLY a 3" COACH Logo L-00419 will be placed on Left Chest.		
Agency Notes:		Supplier Notes: Jersey includes City Logo L-03162 and 8" number on the Back. Sponsor Name will be in Block lettering charged at \$15.00 for set-up and \$1.50 per application. In addition for COACHES Jerseys ONLY a 3" COACH Logo L-00419 will be placed on Left Chest.
<b>The Player's Connection [Ad]</b>		(33/33 items)
Bid Contact <b>Stacy Torres</b> <b>stacy@playersconnectionflorida.com</b> Ph 954-916-1171		Address <b>18654 NW 67th Avenue</b> <b>Miami, FL 33015</b>
Bid Notes UPS Ground Shipping will be included on Main order ONLY. Standard UPS or USPS rates will apply to all small add on orders.		
Agency Notes:		Supplier Notes: UPS Ground Shipping will be included on Main order ONLY. Standard UPS or USPS rates will apply to all small add on orders.
<b>East Coast Designs</b>		(33/33 items)
Bid Contact <b>Matthew Estok</b> <b>matt@ecdu.net</b> Ph 201-315-9820		Address <b>218 SPRINGFIELD AVE</b> <b>Hasbrouck Heights, NJ 07604</b>
Agency Notes:		Supplier Notes:
<b>Award Company of America [Ad]</b>		(33/33 items)

<b>Bid Contact</b> George Lake <u>tedbjorn@awardcompany.com</u> Ph 800-633-2021	<b>Address</b> 3200 Rice Mine Road NE Tuscaloosa, AL 35406
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Bid Contact</b> Jose Jaramillo <u>yonathanmlb@hotmail.com</u> Ph 786-973-0100	<b>Address</b> 5811 sw 88 st 33156 miami, FL 33156
<b>Agency Notes:</b>	<b>Supplier Notes:</b>
<b>Bid Contact</b> Beau McClary <u>beau@shoplts.com</u> Ph 352789	<b>Address</b> 1417 SW 17th St Ocala, FL 34471
<b>Agency Notes:</b>	<b>Supplier Notes:</b>

**\*\***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print

Close

Supplier: **AMERICAN SOCCER CO INC**

Attachment B



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accounts payable@ppines.com](mailto:accounts payable@ppines.com)

## Vendor Information Form

Operating Name (Payee)	SCORE		
Legal Name (as filed with IRS)	American Soccer Company, Inc.		
Remit-to Address (For Payments)	726 E. Anaheim Street		
	Wilmington, CA		
	90744		
Remit-to Contact Name:	Janny Noa	Title:	Bid Specialist
Email Address:	Janny@scoresports.com		
Phone #:	8006267774	Fax #	8004261222
Order-from Address (For purchase orders)	726 E. Anaheim Street		
	Wilmington, CA 90744		
Order-from Contact Name:	Katherine Harris	Title:	Sales Rep
Email Address:	KHarris@scoresports.com		
Phone #:	8006267774 ext 1133	Fax #	8004261222
Return-to Address (For product returns)	726 E. Anaheim Street		
	Wilmington, CA 90744		
Return-to Contact Name	Katie Harris	Title:	Sales Rep
Email Address:	KHarris@scoresports.com		
Phone #:	8006267774 ext 1133	Fax #	8004261222
Payment Terms:	Net 30		

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

- ☒ Corporation Federal ID Number: 95-2984338  
☐ Sole Proprietorship/Individual Social Security No.:  
☐ Partnership  
☐ Health Care Service Provider  
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)  
☐ Other (Specify):

Name of Applicant / Signature Janny Noa

Title of Applicant Bid Specialist Date 9/17/15

<b>W-9</b> <small>Rev. December 2014) Department of the Treasury Internal Revenue Service</small>	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.																				
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. <b>American Soccer Company, Inc.</b>																					
	2 Business name/disregarded entity name, if different from above <b>SCORE</b>																					
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate 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) (Applies to accounts maintained outside the U.S.)																					
	5 Address (number, street, and apt. or suite no.) <b>726 E. Anaheim Street</b> 6 City, state, and ZIP code <b>Wilmington, CA 90744</b> 7 List account number(s) here (optional)	Requester's name and address (optional)																				
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Social security number</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>			Social security number																			
Social security number																						

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.

Employer identification number	
--------------------------------	--

**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.

9	5	-	2	9	8	4	3	1	5
---	---	---	---	---	---	---	---	---	---

<b>Part II Certification</b>	Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> 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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 45%;">Signature of U.S. Person <b>Janny Noa</b></td> <td style="width: 40%;">Date <b>09/17/15</b></td> </tr> </table>	Sign Here	Signature of U.S. Person <b>Janny Noa</b>	Date <b>09/17/15</b>
Sign Here	Signature of U.S. Person <b>Janny Noa</b>	Date <b>09/17/15</b>		

### 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](http://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:

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

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

**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 *Exemptio* 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 or 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 604 of the Internal Revenue Code.

**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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employee Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://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

3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>(2)</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor- trustee <sup>1</sup>
b. So called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
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	Local entity
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

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

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

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

<sup>4</sup> 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.

**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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4464. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.

Supplier: **AMERICAN SOCCER CO INC**



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **American Soccer Company, Inc. DBA SCORE**,  
(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 **Janny Noa**

Title **Bid Specialist**

Name of Company **American Soccer Company, Inc.**

Supplier: **AMERICAN SOCCER CO 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 **American Soccer Company, Inc.** (name of entity submitting sworn statement) whose business address is **726 E. Anaheim Street, Wilmington, CA 90744** and (if applicable) its Federal Employer Identification Number (FEIN) is **95-2984338** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Janny Noa** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **Bid Specialist** .
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any



natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

**Janny Noa**

**American Soccer Company, 9/17/15  
Inc.**

Bidder's Name/Signature

Company

Date

Supplier: **AMERICAN SOCCER CO INC**



City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

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

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

OR;

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

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

#### COMPARISON OF QUALIFICATIONS

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

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: **American Soccer Company, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Janny Noa**

Supplier: **AMERICAN SOCCER CO 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: **American Soccer Company, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Janny Noa**

Supplier: **AMERICAN SOCCER CO 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: **American Soccer Company, Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Janny Noa**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2015

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).

<b>PRODUCER</b> Champion Risk & Insurance Services, L.P. 12250 El Camino Real Ste. 375 License #0H18156 Carlsbad CA 92008	<b>CONTACT NAME:</b> <b>PHONE (A/C No., Ext):</b> 8583697900 <b>E-MAIL ADDRESS:</b> jknight@championrisk.net <b>FAX (A/C No.):</b> 7604962816														
<b>INSURED</b> AMERIC4 American Soccer Company Inc. dba: Scoresports 726 E. Anaheim St. Wilmington CA 90744	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Travelers Property Casualty</td><td>19038</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Travelers Property Casualty	19038	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 1479062655

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6305E89365A	6/4/2015	6/4/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8105E89365A	6/4/2015	6/4/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP5E89365A	6/4/2015	6/4/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$								
EACH OCCURRENCE	\$5,000,000																				
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	\$																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			UB2F14152115	1/18/2015	1/18/2016	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1000000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1000000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1000000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$1000000	E.L. DISEASE - EA EMPLOYEE	\$1000000	E.L. DISEASE - POLICY LIMIT	\$1000000						
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E.L. DISEASE - EA EMPLOYEE	\$1000000																				
E.L. DISEASE - POLICY LIMIT	\$1000000																				

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

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY PER ENDORSEMENT.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines FL 33026

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

AUTHORIZED REPRESENTATIVE

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# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 1.**

**File Number:** 15-0343      **File Type:** Commission Items      **Status:** Passed  
**Version:** 0      **Reference:**      **Controlling Body:** City Commission  
**Requester:** Purchasing Manager      **Initial Cost:** \$ 33,311.75      **Introduced:** 10/08/2015  
**File Name:** Motion to award IFB# RE-15-03      **Final Action:** 10/21/2015

**Title:** MOTION TO AWARD #RE-15-03 FOR SOCCER UNIFORMS TO THE MOST RESPONSIVE BIDDER, AMERICAN SOCCER CO. INC., IN THE AMOUNT OF \$33,311.75 PER YEAR FOR A TWO YEAR PERIOD.

**Notes:**

**Attachments:** 1. RE-15-03 - Bid Tab  
2. American Soccer - Submittal  
3. RE-15-03 - Soccer Uniforms

**Agenda Date:** 10/21/2015

**Agenda Number:** 1.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	10/21/2015	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND:

- Soccer uniforms are needed for spring and fall seasons for two years for our City recreation soccer leagues at West Pines Soccer Park and Chapel Trail.
- On August 19, 2015 the City Commission authorized the advertisement of the solicitation RE-15-03 Soccer Uniforms
- On September 22, 2015, five (5) sealed proposals including one (1) partial bid and two (2) "No Bids" were opened. Below are the quoted prices for the estimated two (2) year period, in order from lowest to highest:

#### Vendors

American Soccer Co. Inc.	\$66,623.50
The Player's Connection	\$77,092.50
East Coast Designs	\$103,755.00
Award Company of America	\$124,800.00

Imex Innovative Co.	\$405,475.00
Legacy Team Sales	\$76,181.10 (Partial Bid)

4. In addition, American Soccer Co. Inc. has also completed the Equal Benefits Certification Form and is stating that the; "Contractor currently complies with the requirements of this section.

5. Recommend award of #RE-15-03 for soccer uniforms to the most responsive bidder, American Soccer Co. Inc.. in an amount not to exceed \$33,311.75 per year for two years.

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

**FINANCIAL IMPACT DETAIL:**

- a) Initial Cost:** \$33,311.75 per year x 2 years = \$66,623.50
- b) Amount budgeted for this item in Account No:** \$33,311.75 in # 1-572-7001-48555 - Youth Soccer.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project** Not Applicable.
- e) Detail of additional staff requirements:** Not Applicable.