

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: Synovia Solutions, LLC

Address: 9330 Priority Way Wet Drive Indianapolis, IN 46240

Contractor's Administrator Name: Peter Nemeth Title: Florida Account Manager

Tel#: 877-796-6841 Cell: 954-907-1493 Email: PNemeth@synoviasolutions.com

CM2283
(including CM2283-A1)

CONTRACT INFORMATION

Contract Name: Municipal Synsurance Agreement No. 6667 Contract Value: \$494.30 month

Brief Description: Piggyback agreement off of the School District of St. Lucie County, Florida, RFP No. 15-08: GPS System and Installation for Road & Bridge vehicles and equipment.

Contract Dates : From: Execution Date to 10/27/19 Status: X New Renew Amend# WA/Task Order

How Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☒ Other Piggyback Agreement off
School District of St. Lucie RFP 15-08

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Scott Long 12/17/15
Department Head Signature Date

2. Charlotte Young 12/21/15
Contract Management Date

3. Aug 12-29-15
Office of Management & Budget Date

4. [Signature] 12-29-1
County Attorney (approved as to form only) Date

03404541-544000 & ~~03404541-541000~~
Funding Source/Acct #

Funding Source/Acct #
 . Synovis rental cost only,
 communication charges to
 be billed separately by
 Verizon (ob/, 541000)

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Ted Selby

Date _____

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance



9330 Priority Way West Drive
Indianapolis, IN 46240
Phone: 317-208-1700
Toll Free: 1-877-796-6842
Fax: 317-208-2202

MUNICIPAL SYNSURANCE AGREEMENT

No: **6667**

Customer Legal Name Nassau County Florida		Customer Billing Address (If different) Nassau County Road & Bridge Admin. Office	
Address 96135 Nassau Place		Address 37356 Pea Farm Road	
City Yulee	County Nassau	City Hilliard	County Nassau
State Florida	Zip Code 32097	State Florida	Zip Code 32046
Location Contact: David Hearn	Phone (904) 530-6175	Fax	Salesperson Peter Nemeth
Tax ID#			
PO Number (if applicable):		PO Expiration Date:	

CONTRACT DURATION/VEHICLES

Term of Agreement: ☒ 60 Mo.
Number of Vehicles: 30
Effective Date upon installation
Tax Exempt: ☐ No ☒ Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST	
<input checked="" type="checkbox"/> Core Track & Trace	TYPE	QTY
<input type="checkbox"/> Comparative Analysis	LMU:	3030 20
<input type="checkbox"/> Time and Attendance		2620 2
<input checked="" type="checkbox"/> Engine Diagnostics		4225 8
	Other:	

Carrier: ☐ Synovia ☒ Verizon
Installation: ☐ Synovia ☒ Customer ☐ Customer to be Trained By Synovia

SPECIAL INSTRUCTIONS: Data not included. Data covered by Verizon, billed separately. Contact Thomas Beck 904 716-2600 thomas.beck@verizonwireless.com.

Per terms and conditions of Saint Lucie Schools contract, supercedes pages 2-3.

METHOD OF PAYMENT		RATE PER UNIT
Base Payment \$21.87 <u>X</u>	Number of Vehicles <u>10</u>	= Total \$218.70
Base Payment \$13.78 <u>X</u>	Number of Vehicles <u>20</u>	= Total \$275.60
		Applicable Sales Tax \$0.00
		Total \$494.30
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> Check		

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN. (See cm2283 A1)

AUTHORIZATION

Company Full Name (Please Print) Nassau County		Authorized Representative of Synovia Tom Wilk	
Authorized Signature T. J. Selby	Date 1/4/16	Title Co. Mgt.	
Authorized Signer's Printed Name T. J. Selby		Title Synovia	

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports and inquiries from taxing authorities concerning delinquent taxes, fees or other charges or assessments received by Customer. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.
7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the**

hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.

9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**

10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

18. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

19. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

20. **TIME LIMITED PROMOTIONS.** In the event of a time limited promotion, revisions or modifications to this Synsure Agreement will not be permitted.

Customer Initials_____

MUNICIPAL SYNSURANCE AGREEMENT ADDENDUM

THIS MUNICIPAL SYNSURANCE AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between Synovia Solutions, hereinafter referred to as "Vendor" and Nassau County, Florida, hereinafter referred to as "Customer".

WHEREAS, the terms and provision set forth in this Addendum are incorporated in and made part of the Municipal Synsurance Agreement No. 6667, executed by the parties; and

WHEREAS, this Addendum shall be merged into and made part of the Municipal Synsurance Agreement and both documents shall be collectively referred to herein as the "Agreement".

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. **RECITALS**

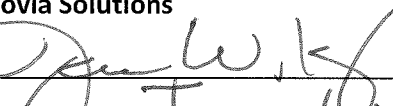
The recitals set forth above are specifically incorporated herein by reference and made part of this Addendum.

2. **TERMS & CONDITIONS**

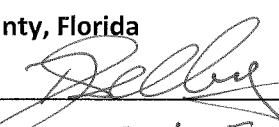
The Vendor and Customer agree that the terms and conditions under this agreement shall be in accordance with the terms and conditions stated in the piggyback agreement with the School District of St. Lucie County, FL (RFP No. 15-08).

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of one (1) page.

Synovia Solutions

By: 
Printed Name: Jon W. King
Title: CEO
Date: 1/11/16

Nassau County, Florida

By: 
Printed Name: T.J. Selby
Title: Co. Mgt.
Date: 1/4/16

Charlotte Young

From: Peter Nemeth <PNemeth@synoviasolutions.com>
Sent: Wednesday, December 16, 2015 7:51 AM
To: Charlotte Young
Subject: RE: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08)

Charlotte,

The addendum you created was approved by Synovia CFO Bob Kearns.

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



From: Charlotte Young [mailto:cyoung@nassaucountyfl.com]
Sent: Tuesday, December 15, 2015 4:20 PM
To: Peter Nemeth
Subject: RE: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08)

Peter,
Please review the attached addendum and see if you are okay with it.

From: Peter Nemeth [mailto:PNemeth@synoviasolutions.com]
Sent: Wednesday, November 18, 2015 6:44 PM
To: Charlotte Young
Subject: RE: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08)

Charlotte,

Please make a notation or addendum to clarify your choice and Synovia will honor it.

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



From: Charlotte Young [<mailto:cyoung@nassaucountyfl.com>]

Sent: Wednesday, November 18, 2015 3:40 PM

To: Peter Nemeth; David Hearn

Cc: George Aviles

Subject: RE: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08))

Peter,

Thank you for providing the requested documents. My questions is, if the rental agreement terms and conditions conflict with the piggyback agreement (School Board District of St. Lucie County, FL (RFP15-08), which prevail? I.E. Section 2 of the Rental Agreement states that payment is due in ten (10) days; Section 6 – Payment Terms of the RFP15-08 states payment is pursuant to Chapter 218, Florida Statutes, Florida Prompt Payment Act.

From: Peter Nemeth [<mailto:PNemeth@synoviasolutions.com>]

Sent: Wednesday, November 18, 2015 9:01 AM

To: David Hearn; Charlotte Young

Cc: George Aviles

Subject: RE: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08))

Here are the documents requested. Any questions let me know.

Peter Nemeth

Florida Account Manager

Synovia Solutions

954 907 1493- Mobile

PNemeth@SynoviaSolutions.com

www.synovia.com



From: David Hearn [<mailto:dhearn@nassaucountyfl.com>]

Sent: Wednesday, November 18, 2015 8:11 AM

To: Peter Nemeth

Cc: George Aviles

Subject: Fw: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08))

Peter,

Please see the email below. This is where we are in the status of the PO request. Could you please provide the letter that is being requested?

David Hearn

Road & Bridge Field Manager

(904) 530-6175

(904) 530-6901 fax

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Charlotte Young
Sent: Tuesday, November 17, 2015 9:47 AM
To: David Hearn
Cc: George Aviles
Subject: Requisition Review for Synovia Solutions (Piggyback off the School District of St. Lucie County, FL (RFP15-08))

David,

I am reviewing the requisition for Synovia Solutions for the GPS Monitoring of Road & Bridge vehicles. In the documents you provided for the piggyback off of The School District of St. Lucie County, FL, I do not see a synsurance agreement for Nassau County. A copy of St. Lucie's municipal synsurance agreement No. 3187 was included but there is no proposal from Synovia for our agreement. In addition, the purchasing policy requires a letter from synovia solutions stating that they will honor the pricing and terms & conditions of the piggyback agreement.

Charlotte J. Young, CPPB, Contract Manager

Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040
cyoung@nassaucountyfl.com

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GPS-driven Transportation Management for Nassau County FL Roads Department

October 15, 2015



Peter Nemeth
Synovia Solutions, LLC
9330 Priority Way West Drive
Indianapolis, IN 46240
Tel: (954) 907-1493
PeterNemeth@synoviasolutions.com



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Company Overview

Background

Synovia Solutions offers the most cost-effective and broadest set of GPS-driven solutions to automate transportation management. The company currently streamlines the operations of approximately 75,000 vehicles across North America and has been in operation since the year 2000.

Synovia is based in Indianapolis, IN and we have sales and support offices located throughout the United States. We have implemented our solution for both small (under 10 vehicles) and large (over 3,000 vehicles) organizations and are confident that we can deploy our solution for your fleet of vehicles.

Why Synovia Solutions? 3 Compelling Reasons...

1. **Subject Matter Experts** | We have been in business for over 12 years and we specialize in providing fleet management solutions. We understand your need to stretch every dollar and to steward good investments. And there is an ongoing effort to provide solutions that will increase **savings**, enhance **safety** and improve **service**.
2. **Synsurance™** | **Synovia Insurance**, or Synsurance for short, enables us to provide a turnkey solution with no upfront costs and a simple monthly, all-inclusive fee, that becomes self-funding in months. With Synsurance, everything is covered including hardware warranty over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all pricing is fixed over the life of the contract.
3. **Silverlining™** | Our hosted, Software as a Service (SaaS) solution, is easy-to-use and since it is Web-enabled, simple to deploy across your organization. You will get real-time information and have the flexibility to go back in time and replay an event or run a report to confirm what really happened.

Our project team includes former transportation professionals, software specialists and customer-focused support staff. Synovia's track record speaks for itself with customers across North America. These customers have entrusted Synovia to deliver a transportation management solution, helping to increase their overall **efficiency and effectiveness**.

To ensure the success of implementation and training, Synovia will assign a dedicated Project Manager to this project. Our Project Manager will work hand-in-hand with you to deliver the Synovia solution as promised. In addition, we will assign an Account Manager to ensure long-term success with the project for years to come.

"In general, we are seeing much more accountability on the part of our drivers. They are aware that we are monitoring the buses for the right reason—not to 'catch' someone doing something wrong, but to make our entire fleet as accountable and efficient as possible. We've seen \$1 million in savings the first year of launch." Carol Stamper, Executive Director of Transportation / Charlotte-Mecklenburg Schools, NC

Synsurance™

All-inclusive Service

Synsurance is our commitment to you that our solutions will work seamlessly for the life of our partnership. It is our long-term strategy to ensure you have the best product and support possible. We believe in keeping our promises and **Synsurance** is how we plan to do it.

The following is a summary of **Synsurance**:

- No upfront costs for hardware or software
- Lifetime warranty for hardware replacements
- Software-as-a-Service with guaranteed 99% uptime
- Automatic quarterly software updates with new features, map data, patches, hot fixes
- Hosted solution with 24 months of data with managed back-ups and permanent archival (data is never lost once it hits the servers). We maintain a rolling 6 months of live data, a rolling 24 months of report data and archived data, beyond 24 months, can be restored upon request for no charge.
- Automatic hardware script updates – twice per year – proactive updating
- Proactive assessment of hardware/software/planned data import before Fall semester start
- First Class Software Support
 - Help Desk – 6:30AM-5PM EST with rolling on-call after hours
 - Toll Free # (877-SYNOVIA)
 - Email (support@synovia.com)
 - Call or email will receive a response within 4 business hours with a ticket number
- Expedited RMA Process for Hardware
- Hardware Assurance
 - Every device is tested and put through our QA process before it ships
 - Preparation and Testing
 - GPS Hardware Activation
 - GPS Hardware Programming (Scripting) GPS Hardware Assignment to Synovia Hosted Environment
 - Nightly diagnostic in the field with a proven script

"The tracking device plugged into the vehicle in less than 30 seconds it was very simple to do, and the software is very intuitive and easy to use." Chief Mclean, Satsuma Police Department/ Satsuma, AL

Verizon Wireless

Verizon offers the country's most reliable and extensive cellular network. Verizon has made significant investments in creating redundant systems to insure that their network is operational at all times especially in the event of natural or man-made disasters when GPS tracking is particularly important.

Hosted Operations

We host our solution as part of our comprehensive Synsurance service offering. The Synovia hosting facilities will provide the following:

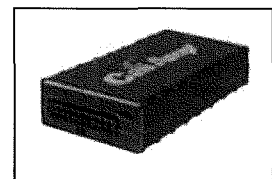
- Current SAS 70 Type II certification
- Security. Network Operations Center personnel onsite 24x7x365
- Keyless security with electronic card strike and/or biometric hand geometry reader
- Digital camera coverage of the facility, integrated with access control and alarm system
- Back-Up Power. Facility will have back-up power sources that will provide power for a period of at least forty-eight (48) hours if the primary source of power is unavailable
- Fire Detection and Suppression. Facility will have an early warning fire detection system and fire suppression system
- HVAC. Facility will have redundant (N+1) HVAC
- Temperature. Facility will maintain a temperature of 68-72 degrees F (+/- 5 degrees)
- Humidity Control. Facility will maintain a relative humidity of 30% - 60% (+/- 5%)
- Active fail over capability for the network, routers, firewall and switches
- Servers with redundant NICs, power supplies and RAID hard drives
- Data is backed up and archived automatically

Silverlining™

Silverlining offers a suite of Web-based software applications that work together in an integrated fashion.

GPS

The GPS hardware is also tightly integrated with software. Firmware on the GPS units uses proprietary Vehicle Movement Algorithms (VMA) that perform calculations before transmission and with efficient compression techniques, we provide you with the best GPS data at the most affordable price. The GPS unit will be plugged into the OBDII port of the vehicle by the customer.



Vehicle Tracking

At the core of our solution is an easy-to use and powerful Automatic Vehicle Location (AVL) software. With it you can monitor vehicle movements for a single vehicle, a subset of your fleet or your entire fleet – with live (in real-time) or replay a previous trip.

Satellite and Weather

On the map, you can turn on a satellite overlay and a weather overlay – both in real-time and historical time.

Geofence

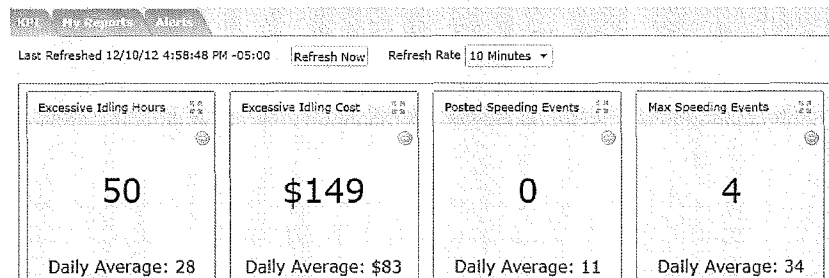
You can define any number of geofence boundaries and run reports that show when a vehicle has moved into and out of the zone.

Alerts

Any number of alerts can be defined to let you know when a vehicle exceeds a company specified threshold for engine idle time or a posted speed limit. Alerts can also vary based on different sub-fleets.

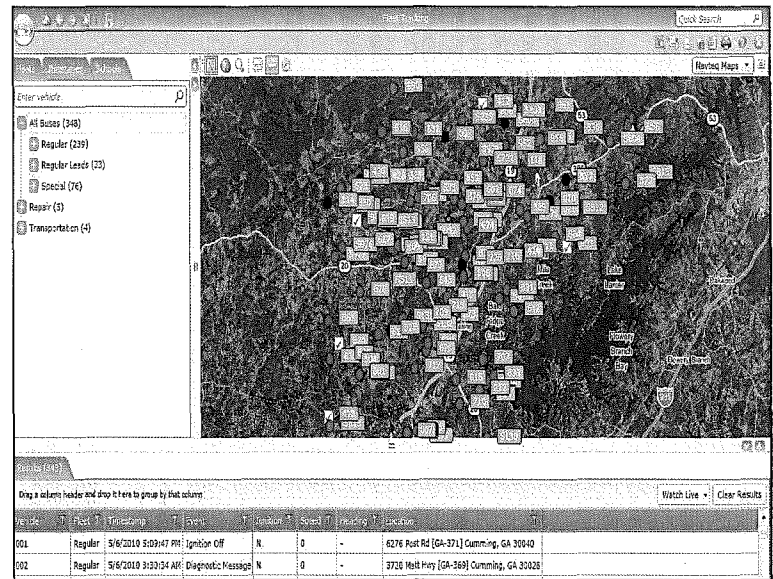
Key Performance Indicators (KPI)

The KPI dashboard can be configured differently for each user and display real-time metrics that pertain to their role in the company. KPIs can represent engine idle, speeding, on-time arrival, etc. for the entire fleet. If a KPI is out-of-bounds, the user can drill down and learn about the specifics.



Reports

Silverlining reports can be run on demand or scheduled to be delivered at a specified time to people who may not even be users of the system. Reports can be configured to sort and display the most relevant information first. Reports along with KPIs and Alerts empower users to manage by exception so that efforts can focus on situations that differ significantly from planned results.



How Synovia delivers Cost Savings associated with Fleet Management

Risk Management

- Posted Speed Limit information is imported from County Maps
- Vehicle tracking provides accurate vehicle speed on posted roads
- Reports provide accurate summary and detail of speeding events
- Hard acceleration and hard braking monitoring
- Vehicle tracking allows for immediate vehicle location in emergencies
- Boundary alerts provide information on vehicles entering or leaving area
- Detailed information gives management a tool to reduce bad driving behavior
- Vehicle GPS data reduces financial risk associated with vehicle accidents

Fuel Economy

- Synovia measures idle time and excess idle time by fleet and by vehicle
- Reporting provides vehicle idle summary and detail information
- Idle Time management results in hard dollar cost savings
- Reduced idle time affects vehicle warranty
- Mileage by vehicle is tracked
- Reports and alerts provide information for management review
- Engine Diagnostics alerts vehicles in need of service

Overall Savings

- Synovia Solutions extensive management reporting provides detail information about fleet and vehicle performance that helps reduce operational cost, improve vehicle utilization, and increase operational efficiency, leading to a significant return on investment.
- In addition, Synovia Solutions helps improve safety and service which also returns soft dollars to the bottom line.

"The drivers all plead innocence, but once I showed them I had proof of where they were and for how long, the behavior immediately improved. The Synovia Solution paid for itself three times over" *Robert Radler, Owner Glenn's Greenery / Davie, FL*

Synsurance Pricing based on vehicle list provided below

Nassau County Light Duty Vehicles					
	Price Per Month				
Vehicles	Synovia	Verizon	Total	Term	Down Payment
Light Duty	\$13.78	\$0.20	\$13.98	St Lucie Contract 60 months	Zero
Self - Install					
Quantity	20	20	20		
Total	\$ 275.60	\$4.00	\$279.60		

Terms and Conditions of Pinellas County PO with Synovia apply.

Nassau County Heavy Duty Vehicles (LMU 2610 or LMU 4225)					
	Price Per Month				
Vehicles	Synovia	Verizon	Total	Term	Down Payment
Heavy Duty	\$21.87	\$0.20	\$22.07	St Lucie Contract 60 months	zero
Synovia Installation					
Quantity	10	10	10		
Total	\$218.70	\$2.00	\$220.70		

#	YEAR	VEHICLE CATEGORY	SPECIFICATION MAKE	Engine Diagnosis Connector Cable i (Y/N)
1	2012	3030	F15 crew cab	Y
2	2102	3030	F250 Utility Bed	y
3	2102	3030	F150 P/U SWB	y
4	2003	3030	C1500 P/U SWB	y
5	2005	3030	Dodge 1500 P/U	y
6	2003	3030	C1500 P/U SWB	y
7	2007	3030	C1500 P/U SWB	y

8	2007	3030	C1500	y
9	2012	3030	2012 F250	y
10	2103	3030	F150 P/U SWB	y
11	2103	3030	Dodge 2500	y
12	2015	3030	F250	y
13	2015	3030	F250	y
14	2015	3030	F150	y
15	2015	3030	F350	y
16	2000	4225	F650 Flatbed	y
17	2010	4225	International 7400	y
18	2013	3030	F550 crew truck	y
19	2015	3030	F350 Dump Truck	y
20	2015	3030	F350 Dump Truck	y
21	2003	3030	C2500	y
22	2003	3030	C2500	y
23	2002	4225	Sterling Dump Truck	y
24	2002	4225	Sterling Dump Truck	y
25	2010	4225	International Dump Truck	y
26	2013	4225	Kenworth Dump	y
27	2016	4225	Kenworth Dump	y
28	2012	2620 no diag	John deere 6430 4wd tractor	n
29	2015	2620 no diag	Johne Deere 6115D 4wd tractor	n
30	2008	4225	Tymco 435 Street Sweeper	y

George Aviles

From: David Hearn
Sent: Tuesday, October 27, 2015 8:56 AM
To: George Aviles
Cc: Peter Nemeth
Subject: Fw: nassau County vehicle list
Attachments: 15-08 RFP.pdf; 15-08-Award.pdf; Synovia White Fleet contract.pdf; st lucie bid_july 2014 - Cost Proposal - School Bus.pdf; W-9 Signed.pdf

George,
This should be all the info we need to proceed with PO request.

David Hearn
Road & Bridge Field Manager
(904) 530-6175
(904) 530-6901 fax

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Peter Nemeth <PNemeth@synoviasolutions.com>
Sent: Tuesday, October 27, 2015 8:41 AM
To: David Hearn
Subject: RE: nassau County vehicle list

David,

We are piggybacking off of St Lucie Schools contract. Information is attached.

Note: White fleet is the light duty LMU 3030 as indicated, Yellow is for LMU 2620 and 4220, 4225 heavy duty.

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



From: David Hearn [mailto:dhearn@nassaucountyfl.com]
Sent: Tuesday, October 27, 2015 8:24 AM
To: Peter Nemeth
Cc: George Aviles
Subject: Fw: nassau County vehicle list

Just one question. If I recall correctly, you indicated that you are piggy backing off of some contract. Is that correct? If so could you please send me that information to include in my purchase order request? Thanks.

David Hearn
Road & Bridge Field Manager
(904) 530-6175
(904) 530-6901 fax

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

From: Peter Nemeth <PNemeth@synoviasolutions.com>
Sent: Monday, October 26, 2015 4:16 PM
To: David Hearn
Subject: FW: nassau County vehicle list

David,

→ Attached is the vehicle list, reviewed by Synovia with Synovia type of hardware required.

→ Vehicles that indicate LMU 3030 are the plug ins and the price is \$13.78 per vehicle per month Synovia and \$0.20 per vehicle per month Verizon data. Qty. 20

→ Vehicles that indicate LMU 2620 and 4225 are installed by Synovia, cost is \$21.87 per vehicle per month Synovia and \$0.20 per vehicle per month Verizon data. Qty. 10

Any questions?

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



From: Beverly Noblitt
Sent: Monday, October 26, 2015 10:13 AM
To: Peter Nemeth
Subject: RE: nassau County vehicle list

From: Peter Nemeth
Sent: Monday, October 26, 2015 9:28 AM
To: Beverly Noblitt <BNoblitt@synoviasolutions.com>
Subject: nassau County vehicle list

Bev,

Attached is a vehicle list for Nassau county Bocc. Please review for correct equipment.

Peter Nemeth

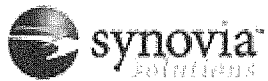
Florida Account Manager

Synovia Solutions

954 907 1493- Mobile

PNemeth@SynoviaSolutions.com

www.synovia.com





November 18, 2015

Charlotte Young
Contract Manager
Nassau County Florida

Ms. Young,

Synovia is happy to offer Nassau County the pricing and terms and conditions provided in the contract with St Lucie Schools. St Lucie Schools also encourages other government agencies to piggyback off the agreement. Other agencies using this agreement include Pinellas County and Hillsborough County Florida among many others.

If you have any questions or need any additional information please feel free to contact me at any time.

Always at your service.

Thank you

Peter Nemeth
Florida Account Manager
Synovia Solutions
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com



St. Lucie

PUBLIC SCHOOLS



St. Lucie Public Schools

Purchasing Department

4204 Okeechobee Road

Fort Pierce, Florida 34947

Voice – (772) 429-3980 Fax – (772) 429-3999

SUPERINTENDENT

Genelle Zoratti Yost

Each Child, Every Day

November 13, 2014

Synovia Solutions, LLC
9330 Priority Way West Drive
Indianapolis, IN 46240

Subject: Notice of Award

RFP Number: 15-08

Title: GPS System and Installation for District Vehicles (Buses and White Fleet)

Contract Term: One (5) year term with the option to renew the contract for three (3) additional one year periods.

Dear Mr. King,

This is to advise you that on October 28, 2014 the School Board of St. Lucie County, Florida accepted the recommendation to award your firm a contract for GPS System and Installation for District Vehicles (Buses and White Fleet). This acceptance is subject to compliance with contract terms and conditions and all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School Board.

Please provide certificate of insurance as required per contract terms and conditions.

Your insurance company is required to have the School Board of St. Lucie County, Florida, named as an additional insured, no work shall commence until the certificate is received by the School Board Purchasing Department. Please be sure to advise your insurance carrier.

Purchase orders will be issued to ensure the encumbrance of funds for payment of services of the awarded contract. Do not proceed with services until you have received a purchase order. Failure to do so may result in non-payment.

Thank you for your continued interest in working with St. Lucie Public Schools.

Sincerely,

Kimberly Albritton
Coordinator of Business Services



9330 Priority Way West Drive
Indianapolis, IN 46240
Phone: 317-208-1700
Toll Free: 1-877-796-6842
Fax: 317-208-2202

MUNICIPAL SYNSURANCE AGREEMENT

No: 3187

Customer Legal Name The School District of St. Lucie County, Florida		Customer Billing Address (If different)	
Address 4204 Okeechobee Road		Address	
City Fort Pierce	County St. Lucie	City	County
State FL	Zip Code 34947	State	Zip Code
Location Contact: Don Carter	Phone (772)429-3600	Fax	Salesperson Joe O'Dell
Tax ID# <input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal			
PO Number (if applicable):		PO Expiration Date:	

CONTRACT DURATION/VEHICLES	
Term of Agreement:	<input type="checkbox"/> 36 Mo. <input type="checkbox"/> 48 Mo. <input checked="" type="checkbox"/> 60 Mo. <input type="checkbox"/> Mo.
Number of Vehicles:	162
Effective Date:	November 1, 2014
Tax Exempt:	<input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE	EQUIPMENT LIST		
	Type	QTY	
<input checked="" type="checkbox"/> Core Automatic Vehicle Location			
<input checked="" type="checkbox"/> Engine Diagnostics	LMU:	3000	162
Carrier:	<input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Verizon <input type="checkbox"/> Sprint <input type="checkbox"/> AT&T		
Installation:	<input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Customer to be Trained By Synovia		

SPECIAL INSTRUCTIONS: At the conclusion of the term of the agreement (month 61) – the school district has the option to purchase the equipment for \$1.00 and make monthly payments equivalent to 75% of the initial monthly payment or \$10.34 (\$13.78 x .75).

METHOD OF PAYMENT		RATE PER UNIT
Base Payment \$ <u>13.78</u> X Number of Vehicles <u>162</u>	= Total \$ <u>2232.36</u>	
	Applicable Sales Tax <u> </u>	
	Total <u>\$2232.36</u>	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> Check		

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION	
Company Full Name (Please Print) The School District of St. Lucie County, Florida	
Authorized Signature 	Date October 28, 2014
Authorized Signer's Printed Name Debbie Hawley, Chairman	Authorized Representative of Synovia

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.

2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (45) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.

3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.

4. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.

5. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf, or alternatively, Vendor may choose to self-insure. In either case, Customer authorizes Vendor to add an insurance surcharge to the Customer's rent. Customer authorizes Vendor to file claims and endorse insurance checks on the Customer's behalf. This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.

6. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.

7. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.

8. ASSIGNMENT. The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may not sell, transfer, or assign this Agreement without the Customer's consent, which will not be unreasonably withheld. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.

9. DEFAULT. If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At

Vendor's option, Vendor may repossess the Equipment. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The prevailing party shall be entitled to reasonable attorney's fees and costs associated with any legal action to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.

10. CHOICE OF LAW, FORUM AND JURY WAIVER. The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Florida with venue in St. Lucie County. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.

11. RENEWAL. After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

12. RIGHTS TO DATA. Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor.

13. OTHER RIGHTS. The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY. This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. ACH/DIRECT DEBIT. Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. MANNER OF EXECUTION. Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

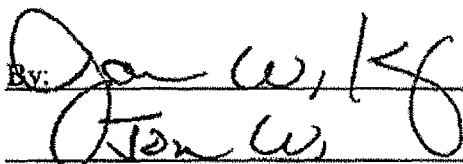
Customer Initials_____

AUTHORIZATION AND CONFIDENTIALITY AGREEMENT

The School District of St. Lucie County, Florida ("SDSLC"), and Synovia Solutions, LLC ("Synovia") enter into this Authorization and Confidentiality Agreement ("Agreement").

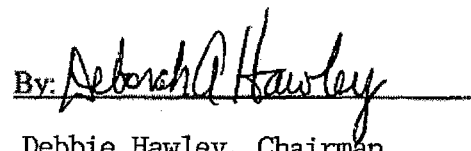
1. Synovia will provide SDSLC with the services set forth in the proposal attached to this Agreement as Exhibit "A" ("Services") and Synovia will fully comply with its privacy policy attached to this Agreement as Exhibit "B".
2. SDSLC grants Synovia the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use SDSLC data to the extent necessary to provide the Services to SDSLC.
3. Synovia warrants that it will use commercially reasonable efforts to ensure that SDSLC's data will be safeguarded and maintained accurately, including but not limited to encryption of data being transmitted across networks not owned or operated by Synovia.
4. As used in this Agreement, the phrase "Confidential Data" shall mean all: 1) student records and reports that are confidential and exempt from disclosure under Section 119.01(1), F.S., as provided in Section 1002.22, F.S.; 2) SDSLC employee personnel files that are confidential and exempt from disclosure under Section 119.07(1), F.S., as provided in Section 1012.31, F.S.; and 3) any other information, record or document that is confidential or subject to privacy protection as otherwise provided by law which SDSLC elects to provide to Synovia. Synovia shall hold in confidence and shall not disclose (or permit its employees, agents and representatives to disclose) any Confidential Data in violation of this paragraph. Synovia shall not use or exploit such Confidential Data for the benefit of another without SDSLC's prior written consent. Synovia shall disclose Confidential Data only to its employees, agents and representatives who have a need to know such Confidential Data while providing the Services for SDSLC. Synovia represents and warrants that it is familiar with the provisions of the Family Education Privacy Rights Act (FERPA) and that Synovia will take all measures necessary to protect Confidential Data from unauthorized access or release.

Synovia Solutions, LLC

By: 
(Print name and title)

Date: _____

The School District of St. Lucie
County, Florida

By: 
Debbie Hawley, Chairman
(Print name and title)

Date: October 28, 2014



Business Proposal – Envelop or Box “B”
Attachment A – Cost of Services
1. Cost Proposal



August 28, 2014

Kim Albritton
Coordinator of Business Services
School District of St. Lucie County
Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947

Dear Ms. Albritton:

We are providing a response to Proposal No. 15-08, GPS System and Installation for District Vehicles (Buses and White Fleet).

In this letter I will describe our Company, GPS-driven Fleet Tracking Solution and Pricing Model for Synovia Solutions.

Company: Synovia Solutions (Synovia) has been providing GPS-driven transportation management solutions to the public sector (municipalities and school districts) since 2000 and we have deployed our solution on over 75,000 vehicles throughout North America.

We are subject matter experts who understand your need to stretch every dollar and to be good stewards of the taxpayers' monies. There is an ongoing market requirement to provide solutions that will increase **savings**, enhance **safety** and improve **service**.

GPS-driven Fleet Tracking Solution: Silverlining™ is our hosted, Software as a Service (SaaS) solution that is easy-to-use and since it is Web-enabled, simple to deploy across your organization. You will get real-time information and have the flexibility to go back in time and replay an event or run a report to confirm what really happened -- "Mr./Ms. Smith, the school bus was on your street at 6:25am this morning..."

Pricing Model: **Synovia Insurance**, or Synsurance™ for short, enables us to provide a turnkey solution with no upfront costs and a simple monthly, all-inclusive fee that becomes self-funding in months. With Synsurance, everything is covered including hardware warranty over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all pricing is fixed over the life of the contract. We also provide spare hardware so that you can quickly make a change if a unit stops functioning.

We can work with any cellular vendor including Sprint, T-Mobile and AT&T. However, you can purchase Verizon services off of the Florida State contract that will entitle you to a heavily discounted rate (pennies per vehicle per month) that will radially reduce your total cost of ownership for the overall solution.

Synsurance includes the following components:

- ☐ **Reliable Hardware**
 - Lifetime Use and Warranty
 - Spare Hardware (2% of fleet)
- ☐ **Powerful Software**
 - Hosted Solution
 - ☐ On-demand, Drill-down Reports
 - ☐ Scheduled Reports
 - ☐ Maps and Weather Overlay
 - ☐ Geofence Reporting
 - ☐ Alerts
 - ☐ Integration with Routing Software
 - ☐ Key Performance Indicators (KPI) Dashboard
 - ☐ Engine Diagnostics
 - ☐ Driver Behavior Monitoring
 - ☐ Speeding
 - ☐ Harsh Braking
 - ☐ Harsh Acceleration
 - ☐ Harsh Turning
 - ☐ Engine Idling
 - Software as a Service (SaaS)
 - ☐ Unlimited Number of Users
 - ☐ Unlimited Training
 - Updates and Upgrades
- ☐ **Scalable Services**
 - Hardware Installation
 - Software Implementation
 - Training (on-site, online & video)
 - Toll-free Support Line
 - Project Management
 - Rapid Response Support
- ☐ **Dependable Verizon Data Plan** (purchased off of the Florida State Contract)
 - Best Nation-wide Coverage and Backup
- ☐ **Affordable Financial Terms**
 - No Upfront Investment
 - No Hidden Costs
 - No Extra Costs
 - No Price Increases
 - One Monthly All-inclusive Service Fee
 - Self-funding (typically within 90 days)

Synsurance also includes these guarantees:

1. 99% Uptime

Uptime is defined as the functionality of the Silverlining software as it performs on the entire fleet. If it goes down, we have a cure period of 4 hours or we credit you one day's charge for your entire fleet. *An extraordinary event involving the data carrier would not qualify for this credit*

2. Lifetime Hardware Warranty with Replacements

As long as you are on an active/current Synsurance Agreement, we will replace any Synovia Solutions supplied hardware located on the vehicle at no charge assuming normal troubleshooting protocol has preceded the request with no resolution.

3. 1st Occurrence Fix or We Pay

Your support call related to our software is considered a 1st Occurrence until it is fixed. If the same issue requires another support call within 30 days, we will credit you one day's charge for your entire fleet.

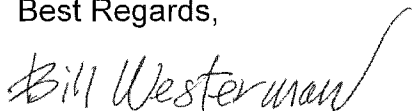
Blue Bird Corporation and Synovia Solutions announced a partnership in October 2013 by which Blue Bird customers can get Synovia's GPS solution factory installed as an option. Starting in February 2014, all Blue Bird new buses will come with a Synovia GPS wire harness, installed at the factory to simplify adding GPS later on if it is not ordered with the bus. Blue Bird selected Synovia after careful research in the marketplace to find the company with the best solution for the K-12 market.

Synovia is honored to offer the industry's most advanced and reliable solution along with unmatched service and delivery.

In our pricing proposal, we have included options to purchase or to pay monthly through a Municipal Lease. The Municipal Lease includes a funding out in the event that you do not get funds appropriated for the next fiscal year. This means that you can get out of the agreement with no penalty, if the funds are not appropriated.

I am authorized to negotiate the contract and please contact me if you have questions about our solution at 978 202-8604.

Best Regards,



Bill Westerman

Synovia Solutions, LLC bwesterman@synoviasolutions.com

P.S. The best way to see the value of Silverlining is to schedule a product demo.

A partial list of customers who are based in Florida:

Alachua School District
Bay County Florida
Charlotte County Public Schools
Chenmed
City of West Melbourne
Clay County Schools
Dilo Fire
Duval County Public Schools
Escambia Co School Board
Family Health Centers of Southwest Florid
Flagler County School District
Franklin County Schools
Glenns Greenery
Grace Roofing
Hillsborough County Public Schools
Hillsborough County Public Schools - Food
Jefferson County Public Schools
Lee County Public Schools
Leon County Public Schools Maintenance Department
Manatee County School District
Marion County School Board (FL)
Nassau County BOCC
Orange County Public Schools
Pinellas County School Board
Sarasota County Schools
School Board of Alachua County, FL
School District of Osceola County
St Lucie County Public Schools
The School District of Palm Beach County
Washington County School District
Waterfront Rescue Mission

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

→ The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment (School Bus)	\$ 458.88/vehicle	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. \$10/month for 60 months)	\$ 14.22/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
2	→ Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. \$10/month for 60 months)	\$ 21.87/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
3	Removal of old units and installation of new units	\$ 275 per vehicle (one time cost)	
	TOTAL LINES 1 + 3 (equipment purchase)	\$ 1,599.07 - 60 months	
	TOTAL LINES 2 + 3 (equipment lease)	\$ 1,599.07 - 60 months	
	ADD-ON OPTIONS	Stand Alone (Y/N)	PRICE
4	Tablet/Mobile Data Terminal: Turn-By-Turn Directions for Substitute Drivers, Driver Time And Attendance, Pre-Post Trip Inspection, Two-way Messaging to Drivers, Emergency Button, Student Tracking for Special Needs	No	\$ 650/vehicle purchase or \$ 10.83/mo/vehicle - lease

5	Student Tracking for General Needs with Barcode	No	\$200.12/vehicle purchase or \$ 3.34/mo/ vehicle - lease
6	Next Generation Route Planning Software BusPlanner Purchase: \$ 20,000 Annual Starting in Year 2: \$ 4,000 BusPlannerWeb: \$ 20,000 Annual Starting in Year 2: \$ 4,000 BusPlannerDelays: \$ 5,000 Annual Starting in Year 2: \$ 1,000 BusPlanner GPS: \$ 20,475 Annual Starting in Year 2: \$ 4,725 BusPlanner Info: \$ 6,000 Annual Starting in Year 2: \$ 1,000 Training: \$ 2,500 Implementation: \$ 30,650 Hosting: \$ 15,000 Annual Stating in Year 2: \$ 15,000 Total: \$ 119,625 \$ 29,725		
7			
8			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods	Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	\$1,599.07 - 60 months per school bus	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any__0__%			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any __0__%			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any__0__%			

Price submittal is valid until December 31, 2014

Name of Company Synovia Solutions, LLC

Print Name Bill Westerman

Phone Number 978 202-8604 Email Address bwesterman@synoviasolutions.com

Authorized Signature Bill Westerman Date August 28, 2014

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment (White Fleet – OBDII)	\$ 213.60/vehicle	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. \$10/month for 60 months)	\$ 10.22/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
2	Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. \$10/month for 60 months)	\$ 13.78/month/vehicle 60 months	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	9.99 cents MB/month Florida State Contract (2 MB/vehicle typical)	
3	Removal of old units and installation of new units	(Self Install OBDII Unit)	
	TOTAL LINES 1 + 3 (equipment purchase)	\$ 838.79 - 60 months	
	TOTAL LINES 2 + 3 (equipment lease)	\$ 838.79 - 60 months	
	ADD-ON OPTIONS	Stand Alone (Y/N)	PRICE
4			

Print Name Bill Westerman Authorized Signature Bill Westerman

5			
6			
7			
8			
9			
10			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods	Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	\$ 838.79 - 60 months per white vehicle	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any__0__%			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any__0__%			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any__0__%			

Price submittal is valid until December 31, 2014

Name of Company Synovia Solutions, LLC

Print Name Bill Westerman

Phone Number 978 202-8604 Email Address bwesterman@synoviasolutions.com

Authorized Signature Bill Westerman Date August 28, 2014

St. Lucie

PUBLIC SCHOOLS

Each Child, Every Day



The School District of

St. Lucie County

Purchasing Department

4204 Okeechobee Road

Ft. Pierce, FL 34947

Voice (772)429-3980 Fax (772)429-3999

Request for Proposal (RFP)

REQUIRED RESPONSE FORM

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 35 pages

PROPOSALS WILL BE OPENED August 28, 2014 - 3:00 pm and may not be withdrawn within 90 days after such date and time.

PROPOSAL NO. 15-08

MAILING DATE:
July 29, 2014

GPS System and Installation for District Vehicles (Buses and White Fleet)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA
CODE

TELEPHONE NUMBER:

TOLL-FREE NUMBER:

FAX NUMBER:

INTERNET EMAIL ADDRESS:

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

Public Domain

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

*I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. **REQUEST FOR PROPOSAL***

This RFP, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Proposals will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 4204 Okeechobee Road, Ft. Pierce, FL 34947. Outside of envelope shall plainly identify proposal by: PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING. It is the sole responsibility of the bidder to ensure their proposal reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

AWARDS: In the best interest of the District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted. All awards made as a result of this proposal shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED PROPOSALS: Five copies of this executed RFP page and Proposal Summary page(s) must be returned with the RFP in order for the proposal to be considered for award. All proposals are subject to all the conditions specified herein and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 66-00-017186-53C and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.
 - D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.
 - E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-

examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

Request for Proposal GPS System and Installation for District Vehicles (Buses and White Fleet)
School District of St. Lucie County

RFP # 15-08

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **PROPOSAL ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute 1442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
 - D. The emergency procedure for spills, fire, disposal and first aid.
 - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.
14. **OSHA:** The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions.
26. **JESSICA LUNSFORD ACT:** The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.
27. **LEGAL COMPLIANCE:** The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, Davis Bacon Act and any applicable environmental regulations.

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1. INTRODUCTION

1.1. About St. Lucie County Public Schools

This is a Request for Proposal (RFP) for the Installation of GPS Tracking Systems on School Buses and White Fleet vehicles for The School District of St Lucie County, Florida. The proposed GPS tracking system shall be inclusive of all necessary communication/transmission and reception equipment, including any third party license fees and radio tower rental fees, if applicable; equipment; software; installation; training; and support.

The current fleet is 389 buses, with 315 assigned a daily route. There are also about 160 "white fleet" vehicles used as staff cars, maintenance vehicles, warehouse and delivery, etc. The current system in use on District school buses is a radio based solution.

1.2. Minimum Qualifications

The Contractor shall hold appropriate occupational licenses/and or other/license/certification required for the applicable service/work being performed. The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. These licenses must be valid at the time of the proposal opening. A copy must be provided with proposal and updated annually. Contractor shall notify St. Lucie County School Board if any change occurs in regards to licenses.

2. INSTRUCTIONS TO PROPOSERS

2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion

Proposer's response to this RFP and any inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquiries prior to the Proposal opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to DemandStar at www.demandstar.com and the St Lucie County School District Purchasing website.

Kim Albritton, Coordinator of Business Services
St. Lucie Public Schools
Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947
kimberly.albritton@stlucieschools.org
Ph: 772-429-3980/Fax: 772-429-3999

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

2.2. Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If SLPS determines, in its sole discretion, that it is necessary to change any of these dates and times, SLPS may issue an addendum to the RFP. All listed times are eastern standard times.

Date/Time	Action
July 29, 2014	RFP release date
August 7, 2014, 3:00 PM	Cut-off for Requests for Clarification and Technical Questions
August 28, 2014, 3:00 PM	Proposals Due

2.3. Proposer Inquires

2.3.1. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquiries. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

2.4. Pre-Proposal Meeting

None

2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format. Proposals must be received by SLPS's authorized representative in SLPS's Purchasing Department located at 4204 Okeechobee Road, Ft. Pierce, FL 34947, **no later than 3:00 p.m. on August 28, 2014,**

according to the time stamp located in SLPS's Purchasing Department. Proposals or amendments to proposals that arrive after 3:00 p.m. on **AUGUST 28, 2014** will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail proposals shall not be accepted at any time. **At 3:00 p.m. on AUGUST 28, 2014, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure SLPS's proper receipt of the proposal package by the time specified above. Regardless of the delivery method, it is the responsibility of the Proposer to ensure that the proposal package arrives at SLPS's Purchasing Department by the proposal opening date and time specified above.

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

The Proposer must submit one (1) original and five (5) copies. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled Request for Proposal – Require Response Form. **The submittal containing original signature must be clearly marked "Original".** The proposal must be submitted in a sealed envelope or box, marked **RFP # 15-08: GPS System and Installation for District Vehicles.**

2.6. Proposal Opening Date

Proposals will be opened in the Business Services conference room (#415) located at 4204 Okeechobee Road, Ft. Pierce, FL 34947, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule". **All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

2.7. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, in accordance with the process and evaluation criteria contained below, by the Proposal Evaluation Committee. **Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.** After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments of Committee members for the evaluation criteria will be added together for a gross total. This total for each Proposer will determine the order of the Proposer's ranking.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
A) Approach/Methodology	35
B) Experience and Qualifications	25
C) Cost	40
TOTAL POINTS	100

EVALUATION FACTOR 1: APPROACH/METHODOLOGY (35 points)

Briefly state the understanding and proposed solution of the proposer regarding the work to be done, outlined in the scope of services. Include the time frame (schedule) to install the system from award through system

“go-live” date. The Committee will review the Proposer/Contractor’s proposed solution, add-on options, ability to provide, schedule and manage personnel, provide equipment/supplies, support and services as required by the District, particularly as demonstrated in other similar project environments, particularly in school districts. The Proposers should also include implementation plans, training information and systems support information.

EVALUATION FACTOR 2: EXPERIENCE AND QUALIFICATIONS (20 points)

The Contractor’s ability to meet all of the requirements regarding licensing, insurance will be considered by the Committee. This review will include the Contractor’s ability to retain contracts, perform satisfactorily within each contract, to meet all of the overall demands set forth by this RFP. Additionally, the Contractor’s ability to remain current on all industry standards and improving trends and discipline will be considered in this portion of the evaluation. Contractor’s performance based on references may be reviewed and evaluated, particularly in areas of expertise, responsiveness, ability to provide service, Proposer’s resources available to the School District for this contract, such as personnel, equipment, supplies, services, and other related resource factors to the proposer’s professional expertise. This section will include evaluation of the proposer’s working credentials of its company, technical and professional personnel will include preferably the vendor maintaining a service center within St. Lucie County city limits. This review may also include, but not be limited to, the Proposer’s financial stability, as evidenced in the ability to provide ongoing adequate personnel, supplies, materials and services to complete projects and meet requirements within allotted time schedules. References will be evaluated under this category.

- a. State whether the proposer is local, regional or national.
- b. Give the location of the office from which the work is to be done.
- c. Describe the range of services offered.
- d. Describe the experience of the proposer in relation to GPS Systems implementation, installation and support. Describe similar projects/solutions the Proposer has completed.
- e. References from at least three (3) other agencies, preferably school districts for which similar services are currently being performed or services which have been performed in the past three (3) years. Provide this information on Attachment C.
- f. Identify the specific individuals who would serve the District on a day-to-day basis as the primary points of contact and be responsible for the service of the proposer. The individuals identified shall be available within 24 hours’ notice by telephone to accomplish the following:
 1. Attend meetings.
 2. Respond to telephone calls.
 3. Respond to specific inquiries.
- g. List any experience you have working with GPS systems (specifically with School Bus Fleets), Skyward Software, Trapeze and any other relevant experience that would pertain to this solicitation.

EVALUATION FACTOR 3: COST (40 points)

The Contractor’s ability to provide realistic, competitive and economical pricing and corresponding increases for each renewal option year will be reviewed, compared, and evaluated by the Selection Committee. Proposers submitting the lowest prices will receive the highest scores for this evaluation factor.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly

or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described in the scope of services. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Removal is not needed for white fleet vehicles. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

The failure of any firm to provide detailed information regarding proposal elements described in Section 2.7 may result in the reduction of points in the evaluation process.

2.8. Selection Process

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

2.9. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Demandstar at www.demandstar.com

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the Office of Purchasing:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

(Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SLPS with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by

Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SLPS's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

SLPS is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SLPS, if any.

2.13. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SLPS.

3. REQUIRED PROPOSAL FORMAT

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes SLPS to take into consideration in reviewing the proposal. Proposer's sealed response to this RFP must be sent or hand-delivered to SLPS's authorized representative at the address listed in Section 2.1 above.

Proposals should be submitted in two parts: a technical proposal and a business proposal. The technical proposal addresses the requirements of the RFP. The business proposal identifies the costs.

The Technical proposal should be labeled envelope or box "A" and the Business proposal should be labeled envelope or box "B". All proposals submitted must be sealed.

Proposal Sections (use sections and tabs which are clearly identified).

Technical Proposal – Envelope or Box "A"

1. Require Response Form
2. Executive Summary as described in Executive Summary Requirements (3.1)
3. Approach/Methodology
4. Experience and Qualifications
5. Attachments. Must be clearly labeled with the pertinent section/question number.
6. Written opinion of an attorney licensed to practice law pursuant to Section 287.084(1)(a).

Business Proposal – Envelope or Box "B"

Attachment A - Cost of Services

1. Cost Proposal

3.1. Executive Summary Requirements

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

3.2. Incorporated References

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

4. AWARD

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked firm or firms (the Board reserves the right to make multiple awards), or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the Board, at its sole discretion, will be selected. The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal.

The Board reserves the right to make multiple awards.

5. CONTRACT PERIOD

The initial contract period will be a one (5) year term with the option to renew the contract for three (3) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

6. PAYMENT TERMS

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

TERMS AND CONDITIONS

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The successful proposer(s) shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by vendor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this agreement shall be borne by the vendor.

Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

8. ACCESS AND AUDITS

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the vendor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. A purchase order will be released, after award, for any work to be performed as a result of this RFP. The RFP, negotiated term, and the corresponding purchase order will constitute the complete agreement between awarded vendors and the District.

10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

- A. Reject any and all offers received as a result of this proposal.

- B. Disqualify a bidder from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Seek clarification of information submitted and to waive minor irregularities in any proposal.
- D. Accept and utilize any and all ideas submitted in any proposal.
- E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.
- F. Select and award the contract to the responsive bidder providing the best value to the School District.
- G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the vendor to amend the contract.
- H. Select and award services to more than one vendor if it will serve in the best interest of the School District

11. CANCELLATION OF AWARD/TERMINATION

- A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.
- B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:
 - I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.
 - II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.
 - III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.
 - IV. The vendor violates any federal, state or local laws.
 - V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a

period of three years.

12. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

13. MINOR PROPOSAL EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14. NON - EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

15. LEGAL REQUIREMENTS

It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply and applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Vendors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

16. CONFLICT OF INTEREST

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.

17. PUBLIC RECORDS LAW

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

The Contractor will comply with Section 119.0701, F.S. This means that during the contract term, the Contractor will: 1) keep and maintain all public records, as defined by law; 2) provide access to the public records on the same terms and conditions that the District would provide access to the public records at a cost not to exceed the cost authorized by law; and 3) ensure that exempt or confidential information contained in the public records is not disclosed except as authorized by law.

At the conclusion of the contract, the Contractor will transfer to the District, at no cost to the District, all public

records in the Contractor's possession and destroy all duplicate public records held by the Contractor that are exempt or confidential. All records stored electronically will be provided to the District in an electronic format acceptable to the District.

18. PERMITS AND LICENSES

The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

19. INTELLECTUAL PROPERTY RIGHTS

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

20. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the Sub-Proposer(s) and their employees. After award of contract, any changes in subcontractors or sub-proposers shall require prior School District written approval. If Proposer intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

21. INDULGENCE

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this proposal.

22. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, 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/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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 Proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SLPS. Any contract resulting from this RFP

may be amended only in writing signed by the Proposer and SLPS with the same degree of formality evidenced in the contract resulting from this RFP.

24. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

25. CONTRACT VARIANCES AND EXCEPTIONS

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

26. DISCLAIMER

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of the School District of St. Lucie County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

27. ANNUAL APPROPRIATION

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

28. JOINT PROPOSAL

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29. STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

30. PROCUREMENT RULES

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SLPS's rejection of the proposal.

31. FORCE MAJEURE

Under the resulting contract, if any, neither Purchaser nor vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

32. AMENDMENT OF CONTRACT

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and Coordinator of Business Services.

33. GOVERNING LAW AND JURISDICTION

Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within

Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

34. SEVERABILITY

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

35. NON-WAIVER OF RIGHTS

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

36. ETHICAL BUSINESS PRACTICES

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

37. SECTION 287.084(1)(A), FLORIDA STATUTES

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

38. ADDITIONAL TERMS AND CONDITIONS

38.1. Firm Bids

Purchasing may make an award within (90) days after the date of the bid opening, during which period

bids shall remain firm and shall not be withdrawn. If award is not made within (90) days, a bid shall remain firm until either Purchasing awards the contract or Purchasing receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Purchasing's sole discretion be accepted or rejected.

38.2. Negotiations

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offerors' proposal as deemed to be in the best interests of the School District.

38.3. Product Demonstration

As part of the evaluation process, the Evaluation Committee reserves the right to ask for a demonstration of products and systems contained within a potential vendor's proposal to assess the proposed technology.

38.4. Correction of Work

The contractor shall promptly correct all work that fails to pass inspection or is rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to a high standard. In the event that a contractor fails to complete and/or pass inspection, the vendor will be advised of such. Habitual reprimands and failing to complete the work in a timely manner or as specified will result in that vendor forfeiting their award and elevating another vendor to fill the vacancy created.

38.5. Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the District specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

38.6. New/Upgrade Products

If new or upgrade products are made available by the product manufacturer, the bidder of such items shall submit that upgraded item along with a notation stating that it is the new upgraded product of a discontinued item. A reasonable price must be submitted for each items requested.

38.7. Objections And Concerns Regarding Provisions In The Terms and Conditions

The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process. The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

38.8. Family Educational Rights and Privacy Act (FERPA)

Any proposer and/or awarded recipient must acknowledge and agree to comply with Family Educational Rights and Privacy Act (FERPA) and all State and Federal laws relating to the confidentiality of student records.

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SCOPE OF SERVICES

The School District of St Lucie County, Florida is issuing an RFP to update its current GPS system for its school buses and white fleet vehicles. The current bus fleet is 389 buses, with 315 assigned a daily route. There are also approximately 160 white fleet vehicles that are used as staff cars, maintenance vehicles, warehouse and delivery, etc. The current system in use on District school buses is a radio based solution purchased in 2006 from Everyday Wireless, now Synovia Solutions. We are currently using Trapeze AVL software to extract data from those units as well as other Trapeze software for routing and fleet processes. Our student and business software provider is Skyward. We process payroll through True Time, a component of Skyward. Rather than list specific criteria, in order to promote a wide variety of responses and not be too limiting in our requirements, we are going to list some basic requirements that should be included in any proposal and then a list of optional services we may be interested in. Feel free to include options that we may not have thought of that would enhance the system. The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different. Installation of new units and removal of old units should be included as part of the pricing. White fleet vehicles will not require removal of existing systems. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

Required Hardware and Services

1. GPS transceiver for school buses, cellular based, preferably with a choice of providers, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Should also have the capability to monitor events including but not limited to, activation of yellow and red pupil lights, passenger door opening, emergency door opening, etc. Will also be able to access and report on vehicle diagnostics transmitted from the JBus port.
2. GPS transceiver for "white fleet" vehicles, cellular based, preferably with a choice of providers, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Will also be able to access and report on vehicle diagnostics transmitted from the OBD port.
3. Software appropriate to support the functions of the above hardware, including robust reporting of information and the ability to set email, text, or other alerts to the appropriate person on user selected events that are monitored. Will preferably be web based and hosted. Please include details on the hosting environment and contingency plans for data storage and backup.

Optional Solutions (In no particular order)

1. Solution to send route info from Trapeze or other routing software to a terminal on the bus for sub drivers with an option for voiced turn by turn directions.
2. Solution for time data to interface with True Time component in Skyward.
3. Solution to do paperless pre/post trip inspections.
4. Solution for routing software that interfaces with AVL software
5. Solution for incident management software (phone calls, complaints, accidents, etc.)
6. Solution for two-way messaging to drivers
7. Any other solution that complements the AVL system

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANYNAME_____

AUTHORIZED SIGNATURE_____DATE _____

ATTACHMENT B - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Effective immediately, any vendor or contractor conducting business with a Florida School District must submit to a Level 2 fingerprint screening. This includes any vendor or contractor that may:

Be at school when students are present;
Have direct contact with students; or
Have access to or control of school funds

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. If you have any questions please contact the Human Resources Department at 772-429.7500 or Fingerprints@stlucieschools.org. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is \$76.50 and must be paid prior to being printed. To schedule a fingerprinting appointment:

1. Visit www.fieldprintflorida.com
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. Select "I know my Fieldprint Code" and one of the following codes:

FPStLucieBadge (badge only)

FPStLucieVendorBPprints (prints and badge)

5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or customerservice@fieldprint.com.

ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of \$10.00.

You must submit a copy of a photo ID to Human Resources at 4204 Okeechobee Road, Ft. Pierce FL 34947 Attn: Lynn Louderback or email to fingerprinting@stlucieschools.org prior to receiving the Contractor ID badge.

In addition, please provide written verification to the St Lucie County School District that you have cleared all employees with the sexual offender/predator databases at <http://www.floridasexoffender.net> and <http://www.nsopr.gov>. Verification should be mailed to St. Lucie County School District, 4204 Okeechobee Road, Fort Pierce, Florida 34947 Attn. Lynn Louderback, Fingerprint Specialist, Human Resources.

As you add new employees, please contact the Human Resources office to make appointments for fingerprinting.

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. Vendor is responsible for all costs incurred to comply with this requirement.

Vendor/Company Name

Printed – Authorized Representative's Name

Date
Signature of Authorized Representative

ATTACHMENT C - REFERENCES

Please submit a list of at least six (6) references, preferably School Districts in which you are currently providing similar services or have provided similar services within the past (3) three years.

CURRENT CUSTOMER REFERENCES

1. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

2. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

3. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

PREVIOUS CUSTOMER REFERENCES (projects completed within last 24 months)

1. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

2. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

3. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

ATTACHMENT D- GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

Vendor Name:

Address

Phone

E-PO Designated Email Address:

Contact Person

ATTACHMENT E - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSUREDS CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
- c. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Coordinator of the School District of St. Lucie County, Florida at (772) 429-5520.

Vendor/Company Name – Print

Authorized Signature

Date

ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

CONTACT INFORMATION

Company Name _____ **Date** _____

Name (Print or Type)	P/A	Title	Phone Number(s)

ATTACHMENT G -STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 4204 Okeechobee Road, Ft Pierce, FL 34947.** (Please print or type).

BID/RFP # _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TELEPHONE: _____ EMAIL ADDRESS _____

We, the undersigned, have declined to respond because of the following reasons:

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

SIGNATURE: _____ Date _____

ATTACHMENT H – DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.
5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (RFP)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT** means the St. Lucie County School District, its individual and collective departments, managers, staff, and facilities.
10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.
12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

**ATTACHMENT I - REFERENCE QUESTIONNAIRE
ST. LUCIE PUBLIC SCHOOLS
RFP 15-08
GPS SYSTEM AND INSTALLATION FOR DISTRICT VEHICLES**

FOR: _____
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via facsimile at (772) 429-3999 or email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **August 28, 2014**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the request for proposal number and title listed at the top of this page.

Company Providing Reference _____
Contact Name and Title/Position _____
Contact Telephone Number _____
Contact Email Address _____

Questions:

1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?

_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?

Comments:

9. Would you recommend this Company's services to your organization again?

Comments:

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment	\$	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. \$10/month for 60 months)	\$	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	\$	
2	Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. \$10/month for 60 months)	\$	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	\$	
3	Removal of old units and installation of new units	\$	
	TOTAL LINES 1 + 3 (equipment purchase)	\$	
	TOTAL LINES 2 + 3 (equipment lease)	\$	
	ADD-ON OPTIONS	Stand Alone (Y/N)	PRICE
4			
5			

6			
7			
8			
9			
10			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods		
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	\$	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any _____%			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any _____%			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any _____%			

Price submittal is valid until_____

Name of Company_____

Print Name_____

Phone Number_____Email Address_____

Authorized Signature_____Date_____

**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Synovia Solutions, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

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

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

5 Address (number, street, and apt. or suite no.)
9330 Priority Way West Drive

6 City, state, and ZIP code
Indianapolis, IN 46240

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

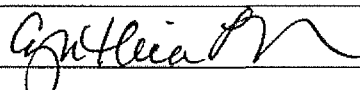
4	6	-	0	9	2	2	9	9	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **3/12/2015**

General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

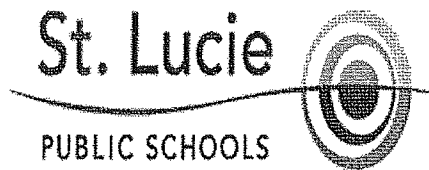
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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.



Each Child, Every Day

St. Lucie Public Schools

Purchasing Department
4204 Okeechobee Road
Fort Pierce, Florida 34947
Voice – (772) 429-3980 Fax – (772) 429-3999

SUPERINTENDENT

Genelle Zoratti Yost

September 8, 2014

To: Proposers

Re: Notice of Intent to Award
RFP 15-08, GPS System and Installation for District Vehicles (Buses and White Fleet)

The Evaluation Committee selected the vendor ranked first (listed below) for recommendation of award to provide GPS System and Installation services. This recommendation is based upon the Evaluation Committee's evaluation of firms that provided submittals in response to the School District's Request for Proposal. Contract awards by St. Lucie Public Schools are subject to successful negotiations and School Board approval.

- #1 Ranked: Synovia Solutions
- #2 Ranked: Zonar Systems, Inc.
- #3 Ranked: Trapeze Software Group, Inc.
- #4 Ranked: ActSoft, Inc.
- #5 Ranked: Seon Systems Sales, Inc.
- #6 Ranked: T-Mobile
- #7 Ranked: AAT, Inc.
- #8 Ranked: Quantum XXI
- #9 Ranked: Royokoo Motors

Thank you all for your participation in the selection process and your interest in working with St. Lucie Public Schools.

Please feel free to contact me if you have any questions.

Sincerely,

Kimberly Albritton
Coordinator of Business Services

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. (Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).