



SECOND AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
INFORMATION CONSULTANTS, INC.

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

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

and

INFORMATION CONSULTANTS, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **15800 Pines Boulevard, Suite #300, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR". “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **March 17, 2021**, the Parties entered into the Contractual Services Agreement for Back Scanning and Media Conversion services (“Original Agreement”) for an initial **two (2) year period**, which expired on **March 16, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)**, additional, **two (2) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **March 6, 2023**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **two (2) year** period, which will expire on **March 16, 2025**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for a **two (2) year** period, which shall commence on **March 17, 2025**, and naturally expire on **March 16, 2027**, and to supplement the terms contained therein as set forth in this Second Amendment.

W I T N E S S E T H

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

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **two (2) year** renewal period, which shall commence on **March 17, 2025**, and naturally expire on **March 16, 2027**.

SECTION 3. Section 4.3 of the Original Agreement is hereby revised and amended as set forth below:

4.3 **Method of Billing and Payment** CITY shall, within thirty (30) calendar days from the date the City Clerk approves the application for payment, pay the CONTRACTOR the amount approved by the City Clerk or the City Clerk's assignees. Payment will be made to CONTRACTOR at:

**Information Consultants, Inc.
15800 Pines Blvd, Suite #300
Pembroke Pines, FL 33027.**

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services



to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit



a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.



SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 14. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Paul Hernandez
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

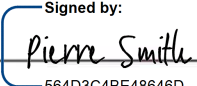
DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

INFORMATION CONSULTANTS, INC.

Signed By: 

Signed by:

564D3C4BE48646D...

Printed Name: Pierre Smith

Title: President/Owner



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

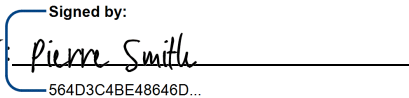
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: October 30, 2024

ENTITY: INFORMATION CONSULTANTS, INC.

SIGNED BY: 

NAME: Pierre Smith

TITLE: President/Owner



City of Pembroke Pines

**FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
INFORMATION CONSULTANTS, INC.**

THIS AMENDMENT ("First Amendment"), dated March 6, 2023, is entered into by and between:

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

and

INFORMATION CONSULTANTS, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **150 S Pine Island Rd, Suite #329, Plantation FL 33324**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **March 17, 2021**, the Parties entered into the Contractual Services Agreement for Back Scanning and Media Conversion services ("Original Agreement") for an initial **two (2) year period**, which will expire on **March 16, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)**, additional, **two (2) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for a **two (2) year period** commencing on **March 17, 2023** and naturally expiring on **March 16, 2025**, as set forth in this First Amendment.

WITNESSETH

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

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

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strikethrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original



City of Pembroke Pines

Agreement.

SECTION 3. The Original Agreement is hereby renewed for a **two (2) year** period commencing on **March 17, 2023** and naturally expiring on **March 16, 2025**.

SECTION 4. Section 4.3 of the Original Agreement is hereby revised and amended as set forth below:

4.3 **Method of Billing and Payment** CITY shall, within thirty (30) calendar days from the date the City Clerk approves the application for payment, pay the CONTRACTOR the amount approved by the City Clerk or the City Clerk's assignees. Payment will be made to CONTRACTOR at:

Information Consultants, Inc.
~~**15800 Pines Blvd, Suite #341**~~
15757 Pines Blvd
Pembroke Pines, FL 33027

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services



to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.



City of Pembroke Pines

SECTION 8. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham March 6, 2023

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MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature] 2/19/2023

Print Name: Schuest & Galt, P.A.

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY Charles F. Dodge March 6, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

INFORMATION CONSULTANTS, INC.

Signed By: [Signature]

Printed Name: Pierre Smith

Title: 2/13/2023



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the 17th day of March, **2021** by and between:

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

and

INFORMATION CONSULTANTS, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **15800 Pines Blvd., Suite #341, Pembroke Pines, FL 33027** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **October 27, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **City-wide Services for Document Scanning, Indexing and Media Conversion on as as-needed basis** and in accordance with **Exhibit "A"**, attached hereto and by this reference made a part hereof, for the said bid entitled:

Invitation for Bids # AD-20-04

“Back Scanning and Media Conversion”

1.2 On **November 24, 2020**, the bids were opened at the offices of the City Clerk.

1.3 On March 17, **2021**, the CITY awarded the bid to a pool of eligible contractors which includes CONTRACTOR, and authorized the proper CITY officials to negotiate and enter into this Agreement with CONTRACTOR to render the services more particularly described herein below.



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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform **City-wide services related to document scanning, indexing and media conversion on an as-needed basis**, as more particularly described in and in accordance with the scope of work outlined in the specifications, **Invitation for Bids # AD-20-04**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform the services required by this Agreement, Exhibit "A", Exhibit "B", the commission award, and any subsequent purchase orders and/or amendments hereto. The services herein required shall be deemed non exclusive, CONTRACTOR acknowledges and agrees that CITY is free to engage with other service providers for the same or similar services as required herein.

2.1.1 On an as needed basis, the CITY may from time to time submit a purchase order to CONTRACTOR for specified services which shall be more particularly described therein. In the event CONTRACTOR does not have the capacity to perform as required by an applicable purchase order it may reject the CITY's request in writing, and CITY will proceed to engage another eligible service provider. In the event of acceptance, CONTRACTOR shall provide the specified services in accordance with Exhibit "A" and Exhibit "B", pursuant to the applicable purchase order and shall timely submit to the CITY an invoice detailing the fees and costs owed for such services.

2.1.2 In addition to the foregoing, CONTRACTOR shall document in writing, each transfer of custody of any records, documents, and media provided by CITY to CONTRACTOR. Such documentation or inventory list shall be submitted to and made available to the CITY at all times.

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

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

2.4 Upon CITY's request CONTRACTOR shall at all times be available to provide the status of work being performed, and to address quality control issues as needed.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR



City of Pembroke Pines

has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

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

2.7 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.8 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein, which shall include compliance with: Ch. 119, Florida Statutes; the General Records Schedule GS1-SL for State and Local Government Agencies; General Records Schedule for GS7 for Public Schools Pre-K-12 and Adult and Career Education; and, Florida Administrative Code, Rule 1B-26.003, as may be applicable. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.9 Confidentiality, Accuracy and Security of Documentation. CONTRACTOR shall safeguard all records, documents, or media and shall be responsible for any lost, stolen, or damaged media in accordance with the requirements set forth in Exhibit "A".

2.9.1 CONTRACTOR shall maintain the confidentiality of any records deemed confidential by the CITY.

2.10 CONTRACTOR agrees that the CITY shall be permitted to purchase the services required herein at the same price identified in **Exhibit "B"**, for the term of this Agreement. CONTRACTOR shall not increase, but may decrease the price, listed for the term of the Agreement.



ARTICLE 3

TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the services as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **two (2) year** period commencing on **March 17th, 2021** and naturally expiring on **March 16th, 2023**.
- 3.2 This Agreement may be renewed for **two (2) additional, two (2) year terms** upon mutual consent of the Parties hereto, evidenced by a written Amendment to this Agreement extending the term thereof.
- 3.3 **Post Contractual Obligations.** In the event that the term of Agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.
- 3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **seven (7) calendar days** of written notice to CONTRACTOR for such termination, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.
- 3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1 The CITY shall make monthly payments to CONTRACTOR for services performed and correctly invoiced pursuant to the unit pricing listed below and more particularly described in **Exhibit “B”**.

| Service | Price |
|---|-----------------|
| Audio Visual Media Conversion | \$0.45/unit |
| Document Preparation | \$29.00/hour |
| Expedited Record Retrieval | \$20.00/request |
| Index Coding | \$0.25/field |
| Large Format Media Conversion | \$0.31/sheet |
| Microfiche Conversion | \$0.065/image |
| Microfilm Conversion | \$0.035/image |
| OCR Processing | \$0.065/image |
| Sensitive and Confidential Media – Large Format | \$0.35/sheet |
| Sensitive and Confidential Media – Standard | \$0.69/sheet |



City of Pembroke Pines

| | |
|--------------------------------------|-----------------------|
| Standard Media Conversion | \$0.028/sheet |
| Storage DVD - Master | \$40.00/DVD |
| Storage Device – CD – Master | \$35.00/CD |
| Storage Device – External Hard Drive | \$150.00/drive |
| Storage Device – Off-Site Repository | \$75.00/terabyte (TB) |
| Storage Device – USB/Flash Drive | \$35.00/drive |
| Transportation Base Charge | \$150.00/round trip |
| Transportation Charge | \$150.00/mile |

4.1.1 Any invoices submitted to CITY shall include, but not be limited to: date of service, description of the services, description of the records, document, or media provided to CONTRACTOR, and any other information reasonably required by CITY.

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

4.3 **Method of Billing and Payment** CITY shall, within thirty (30) days from the date the City Clerk approves the application for payment, pay the CONTRACTOR the amount approved by the City Clerk or the City Clerk's assignees. Payment will be made to CONTRACTOR at:

Information Consultants, Inc.
15800 Pines Blvd., Suite #341
Pembroke Pines, FL 33027

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

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

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described herein, in an applicable purchase order, and/or in a separate written agreement or amendment executed by the parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of



City of Pembroke Pines

any kind or nature arising out of, relating to or resulting from the performance or breach of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7 INSURANCE

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

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

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like



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coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a



City of Pembroke Pines

combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

- ✘ 7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 7.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- ✘ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✘ 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks



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or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

- * 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- * 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all



costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

* 7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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



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ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9
INDEPENDENT CONTRACTOR

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

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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



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ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.



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

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

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City.

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

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

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

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.



City of Pembroke Pines

14.4.2 CITY may complete the Agreement, or any part thereof, by re-letting a contract for the same, and procure the services necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR with the costs incident thereto to such default.

14.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15 **BANKRUPTCY**

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

ARTICLE 16 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith. Notwithstanding the foregoing, CONTRACTOR shall perform in accordance with any applicable purchase order issued by CITY pursuant to the terms and conditions set forth herein.

ARTICLE 17 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate service, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.



City of Pembroke Pines

ARTICLE 18
PUBLIC RECORDS

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

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

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

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

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

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

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

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



City of Pembroke Pines

ARTICLE 19
SCRUTINIZED COMPANIES

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY’s Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY’s Code of Ordinances.

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

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR’s records pertaining to its benefits policies and its employment policies and practices.

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



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

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

ARTICLE 21
EMPLOYMENT ELIGIBILITY

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



City of Pembroke Pines

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22
MISCELLANEOUS

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

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

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or



City of Pembroke Pines

secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

| | |
|-------------|---|
| CITY: | Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040 |
| Copy To: | Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923 |
| CONTRACTOR: | Pierre Smith, President/Owner Information Consultants, Inc. 15800 Pines Blvd., Suite #341 Pembroke Pines, FL 33027 E-mail: corp@icons-inc.com Telephone No: (305) 434-7916 |

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

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

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



City of Pembroke Pines

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

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

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

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

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

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

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

By: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FE...
Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

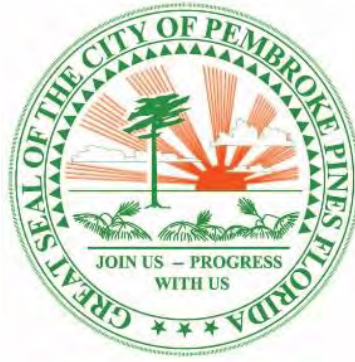
INFORMATION CONSULTANTS, INC.

Signed By: *Pierre Smith*

Print Name: Pierre Smith

Title: President/Owner

Exhibit "A"



Back Scanning and Media Conversion

Invitation for Bids # AD-20-04

| General Information | | |
|----------------------------------|---|-----------------|
| Project Cost Estimate | Not Applicable | Not Applicable |
| Project Timeline | This contract shall be for an initial two year period with the option of two additional two-year renewal terms. | See Section 1.4 |
| Evaluation of Proposals | Staff | See Section 1.7 |
| Non-Mandatory Pre-Bid Meeting | Not Applicable | See Section 1.8 |
| Question Due Date | November 9, 2020 | See Section 1.8 |
| Proposals will be accepted until | 2:00 p.m. on November 24, 2020 | See Section 1.8 |

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



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ATTACHMENTS

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Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Contractual Services Agreement**

Attachment F: References Form



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

**IFB # AD-20-04
Back Scanning and Media Conversion**

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, November 24, 2020. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis’ Executive Order No. 20-69 (extended by EO 20-150, EO 20-179, EO 20-193, and EO 20-246) on the Coronavirus health alert, is due to expire on November 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



City of Pembroke Pines

In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide a City-wide agreement of services for document scanning, indexing and media conversion on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

It is the intent of the City to award the contract to a pool of the most responsible and responsive Contractors responding to the IFB.



1.3 SCOPE OF WORK

The City is seeking a pool of qualified vendors (“Contractors”) to furnish all labor, materials, equipment, services and incidentals to provide document scanning, indexing and media conversion on an as needed basis for the City, which includes pickup and transportation, preparation, scanning, indexing, conversion and other related services. The City reserves the right to reject any and/or all Bids that do not contain all the necessary attachments, do not meet the qualifications outline in Section 1.3, and when such rejection is in the best interest of the City.

1.3.1 Digital Scanning Requirements

- a. The Contractor shall perform “Document Preparation” as necessary. This shall include, but is not limited to: removing all staples and paperclips, repairing all torn documents with non-reflective tape, straightening all folded plans, mounting any irregular sized memorandum on standard 8 1/2" x 11" paper, correcting orientation, and otherwise make the documents ready for processing.

For microfilm and microfiche, “Document Preparation” shall include the separation of multiple images into a single image.

- b. The Contractor shall have the capabilities to provide Optical Character Recognition (OCR) services for documents containing text. This process shall provide an accurate conversion of image data into a searchable .TIF format. OCR, however, shall be performed on an as needed basis.
- c. Services shall be in accordance with standard set by the American National Institute (ANSI) and Association for Information and Image Management (AIIM). Scanned files must be returned to the City with an index file (in the form of a .CSV file), adequate for OnBase Document Management ingestion.
 - The City requests the Contractor to have sufficient resources to be able to provide both Scanning and Media Conversion services in an efficient and accurate manner.
 - The City and the awarded Contractor will mutually develop a procedure to do this project on site and/or off site.
 - The City and the awarded Contractor will mutually develop a procedure as well as a pick-up and delivery schedule. The City encompasses approximately 35 square miles. The City Clerk’s Office will define and schedule a designated pick-up locations.



- d. Document scanning and conversion must be in accordance with Florida Administrative Code, Rule 1B-26.003 - <https://www.flrules.org/gateway/ruleNo.asp?id=1B-26.003>.
- e. The Contractor shall maintain optimum image quality with continual monitoring and adjustment of the imaging process to accommodate the varying characteristics of different document populations.
- f. Documents shall be scanned in the same order as they are physically batched, regardless of size and weight.
- g. Contractors shall scan media at a minimum resolution of 300 dpi but should have the capabilities to scan at a resolution of 400 dpi or higher for large format media and media that needs enhancement for readability.
- h. Documents shall be rotated to provide maximum readability (e.g., letters shall be in proper orientation when document is displayed without rotation).
- i. Images must not be skewed or distorted more than +/- 3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image.
- j. The scanning equipment's specified "scan accuracy" must fall within the range of less than +/- 0.040" over 36 inches for Engineering Drawings. Paper skew tolerances must fall within the range of less than +/- 0.1%.
- k. Software intelligence shall automatically delete blank documents.
- l. The scanned images produced should normally be done in black and white; however, some documents may require grayscale or color depending on the information contained within the documents. If grayscale/color conveys information, and producing black and white documents would cause the loss of information conveyed, adjustments must be made accordingly.
- m. If a document contains information on both sides of the document, both sides shall be scanned.



- n. Wide format documents (e.g., engineering drawings, etc.) shall be scanned in color or black and white depending on the information contained within the documents.
- o. Automatic contrast control for scanned documents is required.
- p. Frame/Border control and auto cropping on all sizing perimeters is required.
- q. Encryption will be requested on an as needed basis, thereby, contractors must have the capability to provide encrypted output to CD, DVD, flash drive, external hard drive, transfer to off-site repository, or other appropriate approved media to be returned to the City.
- r. Contractor shall provide automated daily, weekly, and monthly document imaging reports.

1.3.2 Handling and Receiving Requirements

- a. **Confidentiality, Accuracy and Security of Documentation:** It is critical that the Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Contractor receives the documents from the City, they are responsible for their safekeeping. Contractor must secure materials in a secure and dry location, and take care in handling of fragile originals.

Safeguards against theft, loss, and/or damage must be maintained at the highest levels.

For any lost, stolen, or damaged media in the contractors possession the contractor shall be fined up to \$100 for a records box, \$700 per set of large format drawings, \$700 per roll of microfilm, \$100 per piece of microfiche, and \$1,000 per record for documents classified as permanent retention.

In addition, the contractor shall be responsible if any confidential information such as medical records, home addresses of public safety staff, etc. is made public and shall be held responsible for any damages, costs, legal fees, fines, settlements, etc.



These documents contain sensitive security information such as building plans, intellectual property rights, and other sensitive information. Once the documents are in the hands of the Contractor, the Contractor becomes solely responsible for the security of the documents.

The Contractor may not duplicate or sell the information contained on CD's or any other media.

- b. **Tracking and Inventory of City Documents:** The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process.

Any discrepancies between the City Department's inventory transmittal and the items received by the Contractor are to be resolved within ten calendar days.

- c. **Quality Control:** After scanning/media conversion services have been completed, the contractor shall sight verify a random sampling of the resulting output for clarity and faithful reproduction.

The Contractor will also be required to perform a final quality control step that compares the final output to the manifest that City provided that Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the contract, and is open to process re-engineering as suggested by the Contractor.

All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the City until the prescribed quality is met.

- d. **Pick-up and Turnaround Time:** The Contractor will pick up all City documents that are to be scanned and/or have media conversion performed from designated City site defined by City Clerk's Office. The Contractor is responsible for the pickup of the City documents themselves. The City shall determine, on a case-by-case basis, whether it is in the City's benefit to have the media conversion performed on site.



The City and the awarded Contractor will mutually develop a procedure, as well as a pickup and delivery schedule. The City's plan is for bi-weekly pickups.

The City will determine the pickup locations and shall also require the Contractor to schedule a regular pick up of documents to be scanned and media conversion services performed.

The City requires that not only the work be done in an accurate manner, but also a timely manner.

- e. **Records Accessibility:** The City anticipates the need for occasional expedited retrieval of documents sent out for conversion.

In the event a document is needed, the City shall require designated City staff to have access to original documents supplied to the Contractor. The Contractor will provide the ability to locate and return to the City department any original document that is in the possession of the Contractor within twenty-four (24) hours from the time of request by an authorized City representative. In lieu of providing the original document, vendor may elect to provide a fully scanned version to the City within four (4) business hours.

After the City has fulfilled its need, the Contractor shall pick up these documents and return with them to the Contractor's site to either complete the scanning, indexing or conversion process, whichever is applicable.

- f. **Transportation of City Documents:** All City documents must be transported by ground transportation, in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.
- g. **Hard Copy Storage:** The Contractor will maintain the City's hard copy documents in a secure archival environment until completion of batch. The Contractor will then return all hard copies to the City.
- h. **Media Backup:** The contractor shall maintain a backups of all scanned documents for no less than 120 days.

**1.3.3 Eligibility**

- a. To be eligible to respond to this IFB, the proposing firm(s) must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.
- b. Vendors must have a minimum of five years of experience in the conversion of hardcopy documents to digital images suitable for computer processing, and prior experience and expertise for the other services requested and in accordance with the proposal's specifications. Previous experience back scanning and media conversion for government entities is strongly desired but not required.
- c. Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this IFB on the provided "Attachment A" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive.
- d. Vendors must be able to demonstrate they have the sufficient resources to perform the work in accordance with the proposal's specifications. Resources shall include the facility, the transportation vehicles, and any other equipment to be used.
- e. Vendors must certify they can and will abide by the following **Security Standards**:
 - Vendors shall be in full compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations relating to the handling of Protected Health Information (PHI). Contractor shall ensure that information is protected from disclosure from the time it is picked up until it is returned to the City.
 - All scanning work shall be performed by employees who possess appropriate credentials to handle PHI. This shall include preparation, capture, indexing, quality control and output.
 - Contractor shall be held responsible for lost, stolen and/or damaged original documents.
 - Documents in the Contractor's custody become the Contractor's sole responsibility and shall be secured in a manner to protect them from potential natural disasters, acts of theft, acts of burglary and any other criminal acts.



- While the City's documents are in the Contractor's custody, such media shall not be accessible to the general public, nor to anyone that is not directly associated with completing the scanning project.
 - Contractor shall not divulge any information present on the City's documents.
 - Contractor shall hold all information in strict confidence.
 - Contractor shall not use the confidential information for their own benefit or for the benefit of others.
 - No unauthorized reproduction or duplication of any media produced by the Contractor is permissible.
 - Vendor shall obtain any clearance necessary to handle sensitive files
- f. The Contractor's facility **must be located within the State of Florida**. Contractors must be able to pick up/drop off documents from one facility to the other in one nonstop trip. Documents may not be stored overnight at any location other than the designated facility.
- g. If at any point in time Contractor needs to transfer City documents (hard copy or electronic format) to another facility or network that is not the one appointed in the IFB response, Contractor will have to obtain prior approval from The City Clerk's Office.
- h. To maintain the City's **Scanning Facility Standard of Security** for the prevention of possible loss or theft of private, confidential and/or privileged information contained in documents which may be scanned, Contractor shall perform all scanning in a facility as follows:
- All scanning work is performed in a secure facility with twenty-four (24) hour surveillance and access control including a security system that is monitored and employs cameras, motion detectors, smoke detectors, security check-in area, inspected and tested fire suppression system, backup power generator, etc.
 - Facility shall meet National Fire Protection Association (NFPA) standard and shall be local code compliant.
 - Contractor must have formal security policies and procedures in place.
 - The City may require visiting the scanning center before and or throughout the contract term on mutually agreed dates and times. If during a visit the City finds a matter of concern, the City will notify the



Contractor. The city shall determine the resolution and timeframe for the Contractor to rectify the issue(s).

- The contractor shall have the ability to store a minimum of fifty (50) letter/legal boxes.

1.3.4 Media Type

- a. The City requires contractors to be able to handle the following media:
- **Standard Media:** defined as paper media of Letter, Legal or Ledger size.
 - **Large Format Media:** defined as any media larger than 11x17 inches which can include but is not limited to Architectural Drawings, Engineering Drawings, Drawing Sheet or Plan Drawings
 - **Microfilm:** defined as a storage medium using film reels which are exposed and developed into photographic records using a photographic process which include film on cards, film on roll, film on jacket, etc.
 - **Microfiche:** thin photographic film, usually four by five inches, which is capable of storing information in miniaturized form.
 - **Sensitive and Confidential Media:** defined as any media type that needs conversion which is sensitive in content or time required to be processed.
 - **Audio Visual Media:** defined as an electronic media unit possessing a sound and a visual component, such as CDs, DVDs, VCRs, Cassette Tapes, Mini Cassettes, etc.

1.3.5 Estimated Quantity

The following quantities are estimates and the City reserves the right to adjust them (up or down) according to its workload and other factors:

- 1,200 cassette tapes
- 1,100,000 sheets of letter or legal sized paper.
- 440,000 microfiche images (jackets)
- 90,000 microfilm images (rolled film)

1.3.6 Pool Management

- a. Once the City has selected a pool of the most responsible and responsive Contractors, the city will use the vendor with the lowest pricing first, for the applicable media types. In the event, the vendor is not available, or does not have a sufficient turn-around time for the requested project, the City shall move on to the next lowest priced vendor. In the event the lowest priced vendor does not have the capacity or ability to accomplish a project in the requested time frame, the City may also award multiple vendors for the specific project at the time.



1.4 PROJECT TIMELINE

This contract shall be for an initial two year period with the option of two additional two-year renewal terms.

1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Qualifications Statement



1.5.4 Attachment F: References Form

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

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

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

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Sworn Statement on Public Entity Crimes Form

**1.6.4 Local Vendor Preference Certification**

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts**1.6.6 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form**1.6.8 Vendor Drug-Free Workplace Certification Form****1.6.9 Scrutinized Company Certification****1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.



1.8 TENTATIVE SCHEDULE OF EVENTS

| Event | Time &/or Date |
|---|---------------------------------------|
| Issuance of Solicitation (Posting Date) | October 27, 2020 |
| Non-Mandatory Pre-Bid Meeting | Not Applicable |
| Question Due Date | November 9, 2020 |
| Anticipated Date of Issuance for the Addenda with Questions and Answers | November 12, 2019 |
| Proposals will be accepted until | 2:00 p.m. on November 24, 2020 |
| Proposals will be opened at | 2:30 p.m. on November 24, 2020 |
| Evaluation of Proposals by Staff | TBD |
| Recommendation of Contractor to City Commission award | TBD |

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on November 24, 2020.**

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

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

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

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



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

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



2.6 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

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

Yes No

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

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

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



Yes No

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

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

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

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

- 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- * 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

Yes No

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

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

Yes No

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

Yes No

- * 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

- * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

- * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

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



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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

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

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

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



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

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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

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

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

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

- (a) Open the sealed bids at a public meeting.



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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

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

3.27 DEFAULT PROVISION



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

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

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

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



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

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

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-20-04** titled “**Back Scanning and Media Conversion**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:COMPANY: STREET ADDRESS: CITY, STATE & ZIP CODE: **PRIMARY CONTACT FOR THE PROJECT:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: **AUTHORIZED APPROVER:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: SIGNATURE: **B) Proposal Checklist**

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

| | |
|---|------------------------------|
| Attachment A - Contact Information Form | Yes <input type="checkbox"/> |
| Attachment B - Non-Collusive Affidavit | Yes <input type="checkbox"/> |
| Attachment C - Proposer's Completed Qualification Statement | Yes <input type="checkbox"/> |
| Attachment F - References Form | Yes <input type="checkbox"/> |

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

| | |
|-------------------------|------------------------------|
| Vendor Information Form | Yes <input type="checkbox"/> |
|-------------------------|------------------------------|

| | |
|---|------------------------------|
| | Yes <input type="checkbox"/> |
| Sworn Statement on Public Entity Crimes Form | Yes <input type="checkbox"/> |
| Local Vendor Preference Certification | Yes <input type="checkbox"/> |
| Local Business Tax Receipts | Yes <input type="checkbox"/> |
| Veteran Owned Small Business Preference Certification | Yes <input type="checkbox"/> |
| Equal Benefits Certification Form | Yes <input type="checkbox"/> |
| Vendor Drug-Free Workplace Certification Form | Yes <input type="checkbox"/> |
| Scrutinized Company Certification | Yes <input type="checkbox"/> |

C) Sample Proposal Form

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

Base Option:

| Item | Item Description | Unit | Total Cost |
|-------------|--|---------------|-----------------------------------|
| 1) | Standard Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 2) | Large Format Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 3) | Microfilm Conversion | Per Image | Price to be Submitted Via BidSync |
| 4) | Microfiche Conversion | Per Image | Price to be Submitted Via BidSync |
| 5) | Sensitive and Confidential Media – Standard Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 6) | Sensitive and Confidential Media – Large Format Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 7) | Audio Visual Media Conversion | Per Unit | Price to be Submitted Via BidSync |
| 8) | Transportation Base Charge | Per Roundtrip | Price to be Submitted Via BidSync |
| 9) | Transportation Charge | Per Mile | Price to be Submitted Via BidSync |
| 10) | Index Coding | Per Field | Price to be Submitted Via BidSync |
| 11) | OCR Processing | Per Image | Price to be Submitted Via BidSync |
| 12) | Storage Device – CD – Master | Per CD | Price to be Submitted Via BidSync |
| 13) | Storage Device – DVD – Master | Per DVD | Price to be Submitted Via BidSync |
| 14) | Storage Device – USB/Flash Drive | Per Drive | Price to be Submitted Via BidSync |
| 15) | Storage Device – External Hard Drive | Per Drive | Price to be Submitted Via BidSync |

| | | | BidSync |
|------------|--------------------------------------|--------------------|--|
| 16) | Storage Device – Off-Site Repository | Per TB | Price to be Submitted Via BidSync |
| 17) | Document Preparation | Per Hour | Price to be Submitted Via BidSync |
| 18) | Expedited Record Retrieval | Per Request | Price to be Submitted Via BidSync |



NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature

Title

Name of Company



PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

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

Number of years your organization has been in business

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

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

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

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

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

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

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

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

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

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (R R W Y Y G) : F

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

IN. CRER A:
IN. CRER B.
IN. CRER C.
IN. CRER D.
IN. CRER E.

Companies providing coverage

COVERAGES

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

| IN. R LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-----------|---|---------------------------------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM PAYABLE OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> , ' < * @ <input type="checkbox"/> , + ' = (02 <input type="checkbox"/> < ' 0 | Must Include General Liability | | | EACH OCCURRENCE \$ |
| | | | | | FIRE DAMAGE (A%)(P)%(P)%(F) \$ |
| | | | | | REY EXP (A%)(P)%(P)%(F) + ' % F \$ |
| | | | | | PERSONAL & ADVISORY \$ |
| | | | | | GENERAL AGGREGATE \$ |
| | | | | | PRODUCTION COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> ALL OWNERS/AUTOS <input type="checkbox"/> CHEV/LE/AUTO <input type="checkbox"/> HIRE/ACTO <input type="checkbox"/> NON-OWNER/AUTO | SAMPLE CERTIFICATE | | | |
| | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> AUTO | | | | AUTO/ONLY/AREA ACCIDENT \$ |
| | | | | | OTHER THAN AREA ACC \$ |
| | | | | | AUTO/ONLY: AGG \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM PAYABLE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ |
| | | | | | AGGREGATE \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <input type="checkbox"/> WC/TAGK TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. PERIODIC EASE PER EMPLOYEE \$ E.L. PERIODIC EASE PER POLICY PERIOD \$ |
| | OTHER | | | | |

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

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

City Must Be Named as Certificate Holder

MAIL IN _____ DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, «Contract_Signature_Year» by and between:

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

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

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

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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



2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

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

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

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

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner's contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be



based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

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

4.4 **Method of Billing and Payment.**

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

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5
CHANGES IN SCOPE OF WORK

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

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

ARTICLE 6
RESERVED

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance



of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

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

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

ARTICLE 8 **INSURANCE**

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

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

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



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

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

8.6 REQUIRED INSURANCE

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

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

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

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

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

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



\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

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

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

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

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

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

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

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

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



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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



ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13
GOVERNING LAW AND VENUE

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

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
MERGER; AMENDMENT

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



ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

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

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

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



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

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

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

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

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



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

ARTICLE 18

DISPUTE RESOLUTION

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

18.2 **Operations During Dispute.**

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

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

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

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

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



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

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

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

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

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

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

**ARTICLE 20
MISCELLANEOUS**

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

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

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

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

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

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

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

Copy To: Samuel S. Goren, City Attorney



City of Pembroke Pines

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

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

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

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

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

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

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

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



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

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

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

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

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

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

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

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REFERENCES FORM

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

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title: E-Mail Address: Telephone: Fax: **Project Information:**Name of Contractor Performing the work: Name and location of the project: Nature of the firm's responsibility on the project: Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project: **REFERENCES FORM**

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Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

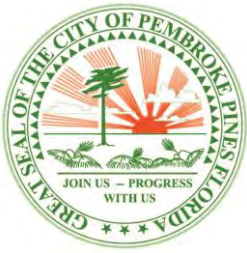
Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



**PEMBROKE PINES
CITY COMMISSION**

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

November 19, 2020

**Addendum # 1
City of Pembroke Pines
IFB # AD-20-04
“Back Scanning and Media Conversion”**

1. REVISED DATES

The City has decided to extend the Q&A to 11/24/2020 and the bid due date to 12/1/2020 to allow for follow up questions and answers.

2. NEW DOCUMENTS

The following document has been uploaded:

Attachment G - Microfiche Sample Pictures

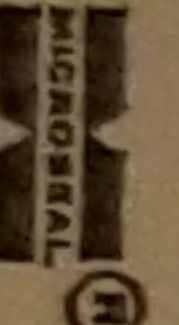
This supplementary document is in responses to Question 1 of the Q&A section from BidSync. The City was asked to provide sample pictures of the Microfiche that represent all variations for this project. Attachment G contains those sample pictures requested.

BUILDING.....
 ELECTRIC.....
 PLUMBING..... X
 A/C (MECH).....
 CERT. OCCUP.....
 SURVEY.....
 SITE PLAN.....
 MASTER.....
 OTHER.....

WESTVIEW S. #2 PART #1A BOX-3

L-14 B-3



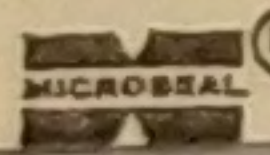
184-X1  Zion, Ill. U. S. Pat. Nos. 3,147,561; 3,220,133 U. K. Pat. No. 935,479 Others Pending

WESTVIEW S. #2 PART #1A BOX-3

L-14 B-3



184-X1

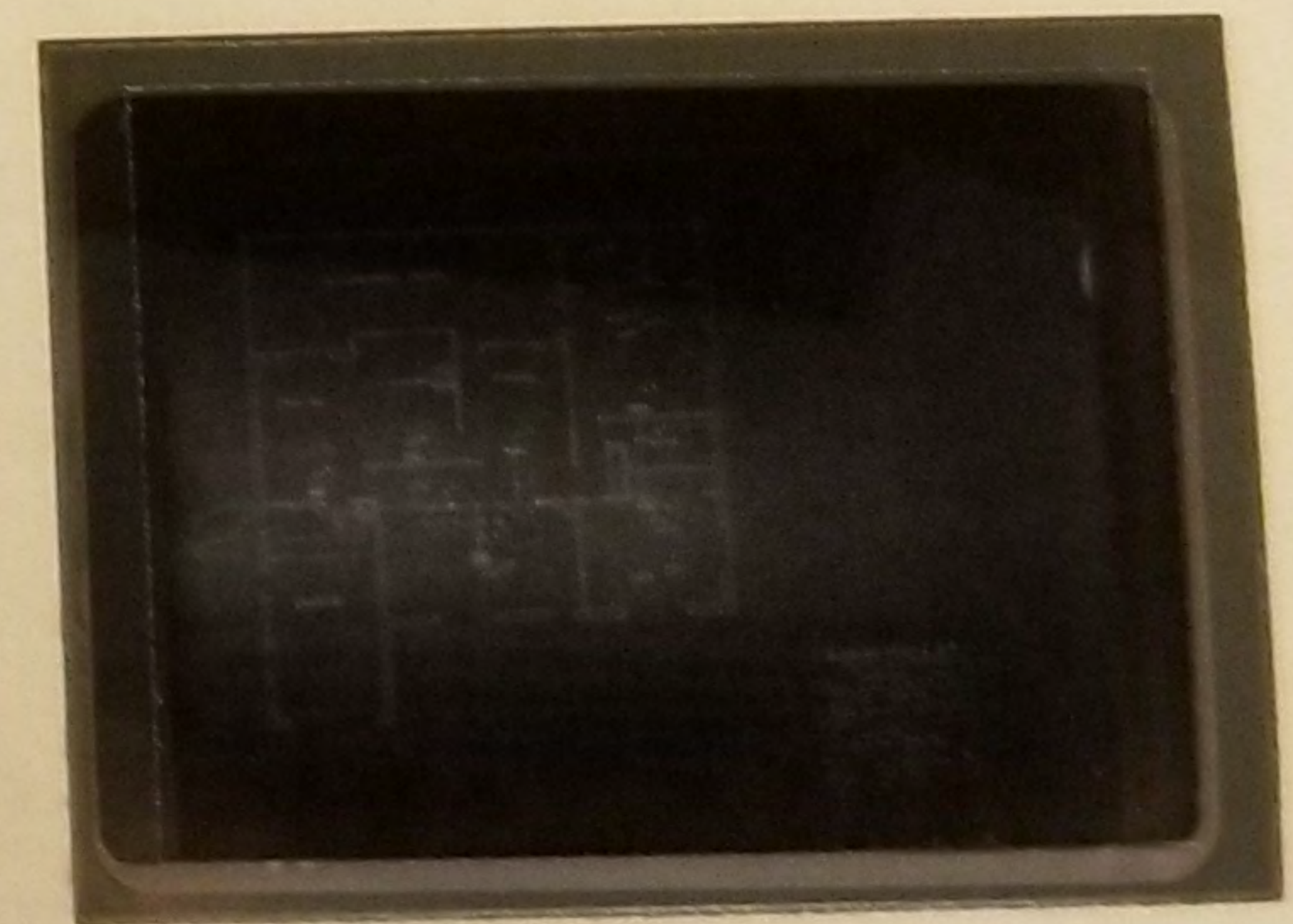


Zion, Ill. U. S. Pat. Nos. 3,147,561; 3,220,133 U. K. Pat. No. 935,479 Others Pending

CITY OF PEMBROKE PINES

SUBDIV. :BLVD. HGTS . SEC. 9
LEGAL :LOT 75 BLK. 26
FOLIO NO :1109-03

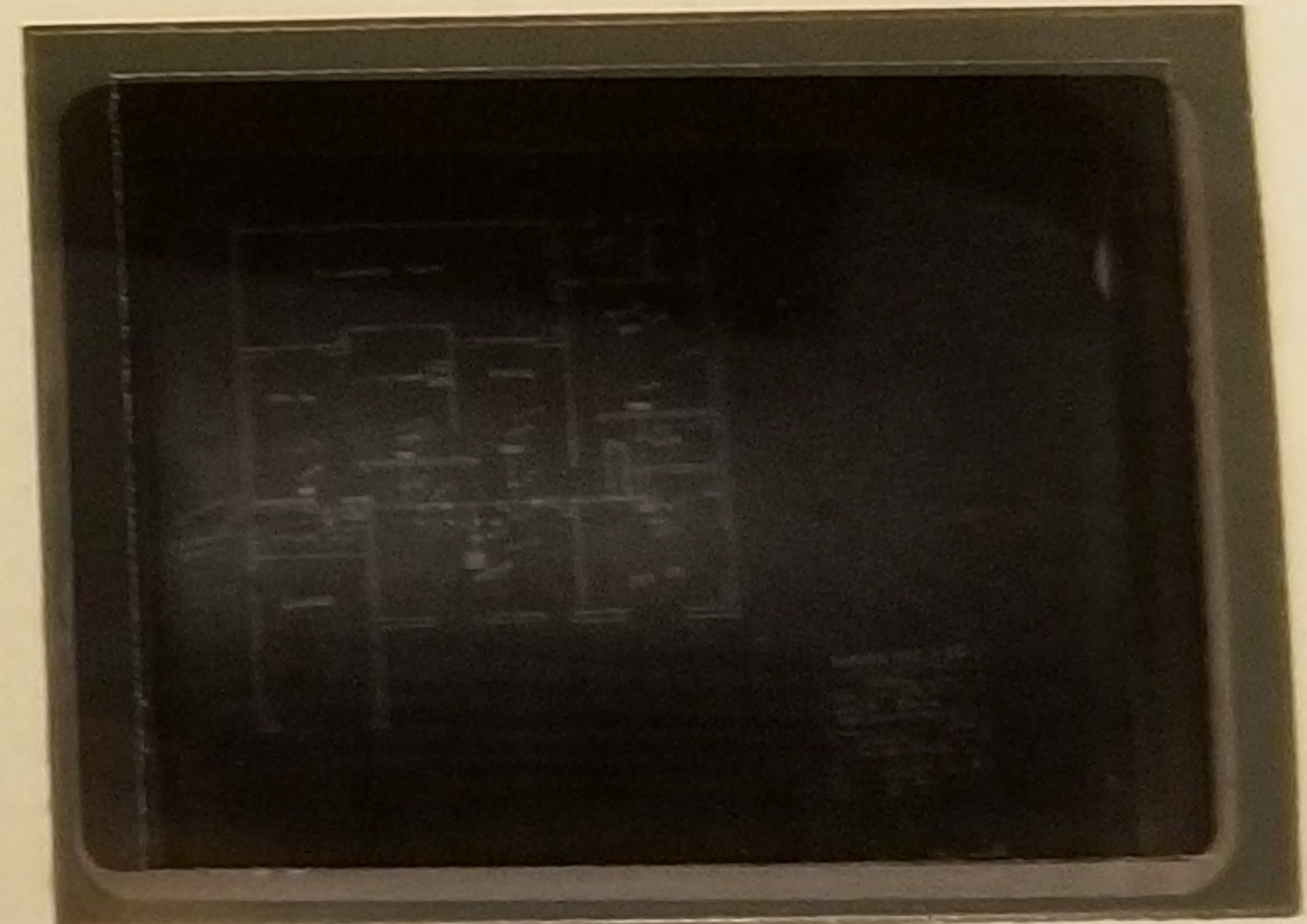
BUILDING.....
ELECTRIC.....
PLUMBING.....
A/C (MECH).....X
CERT. OCCUP.....
SURVEY.....
SITE PLAN.....
MASTER.....
OTHER.....



CITY OF PEMBROKE PINES

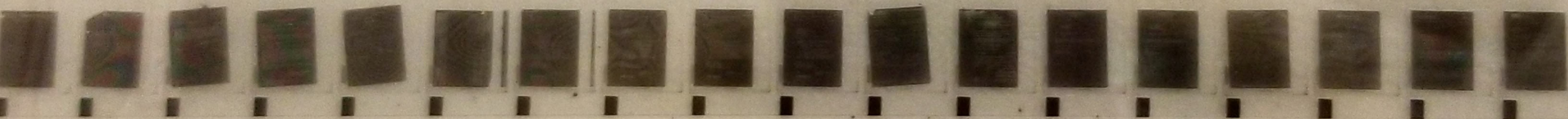
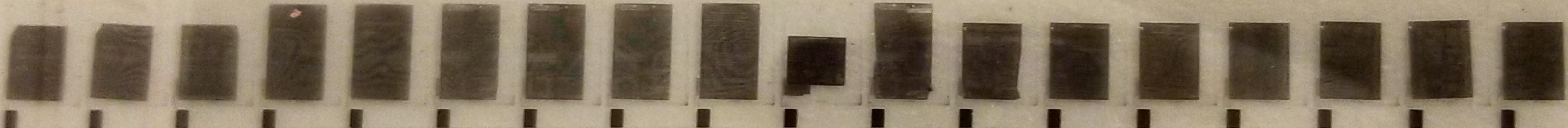
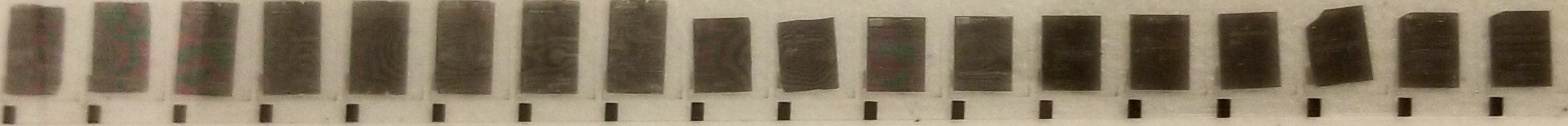
SUBDIV. :BLVD. HGTS . SEC. 9
LEGAL :LOT 75 BLK. 26
FOLIO NO :1109-03

BUILDING.....
ELECTRIC.....
PLUMBING.....
A/C (MECH).....X
CERT. OCCUP.....
SURVEY.....
SITE PLAN.....
MASTER.....
OTHER.....



TEMPLE BETH EMET

10801 PEMBROKE RD.

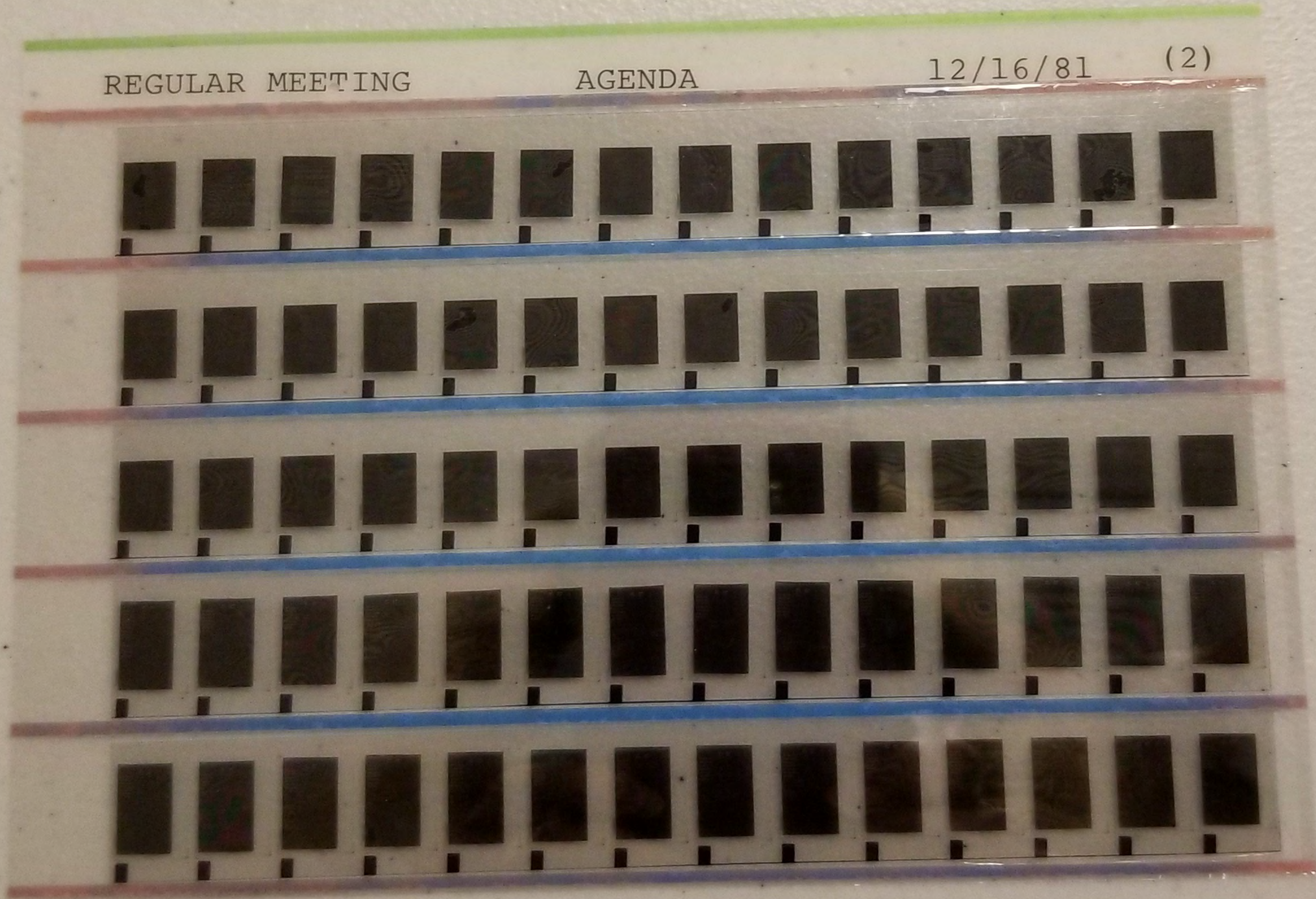


REGULAR MEETING

AGENDA

12/16/81

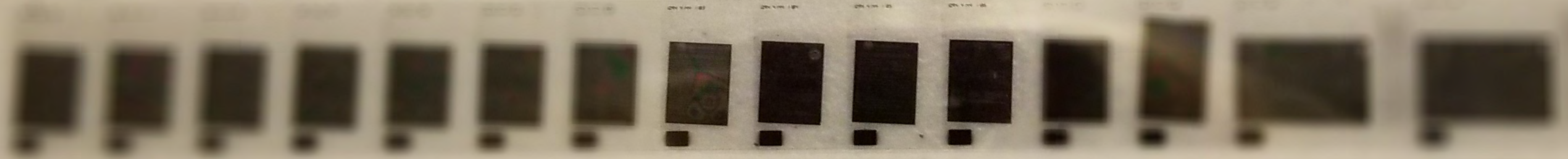
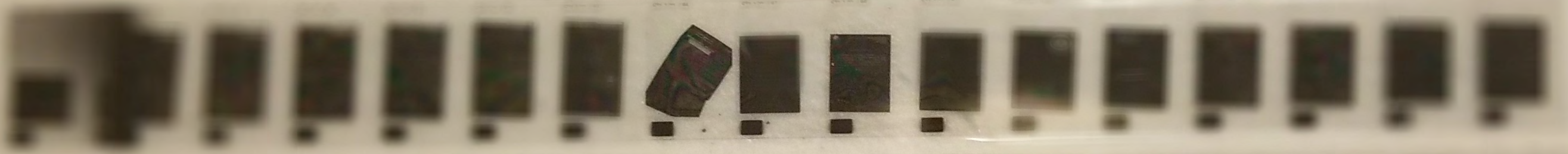
(2)



SELAH LANE/CRYSTAL SHORES

LOT 36

PARCEL 8-2

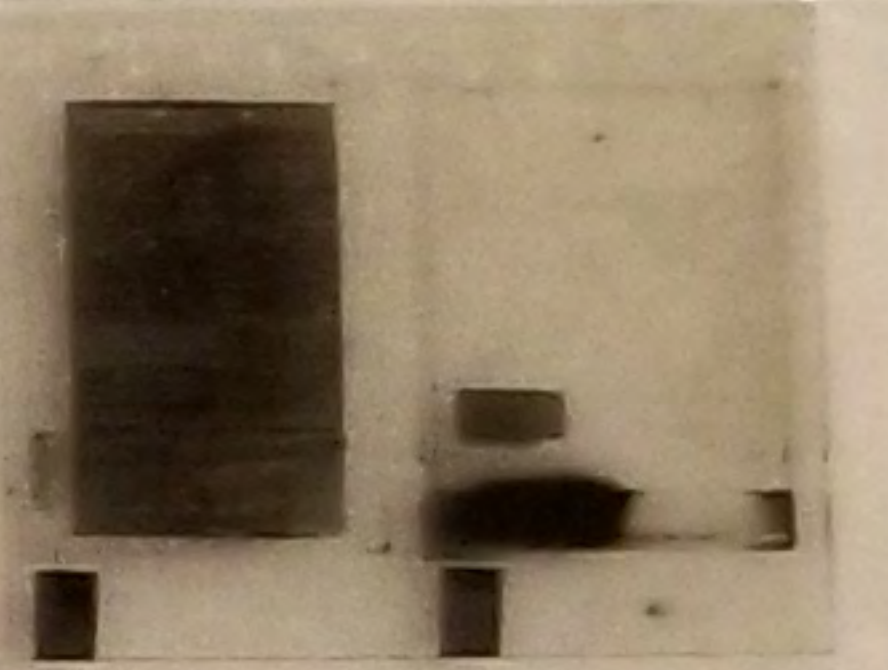




BLVD. HGTS. Sec. 8

Lot 18 Blk. 2

1110-03

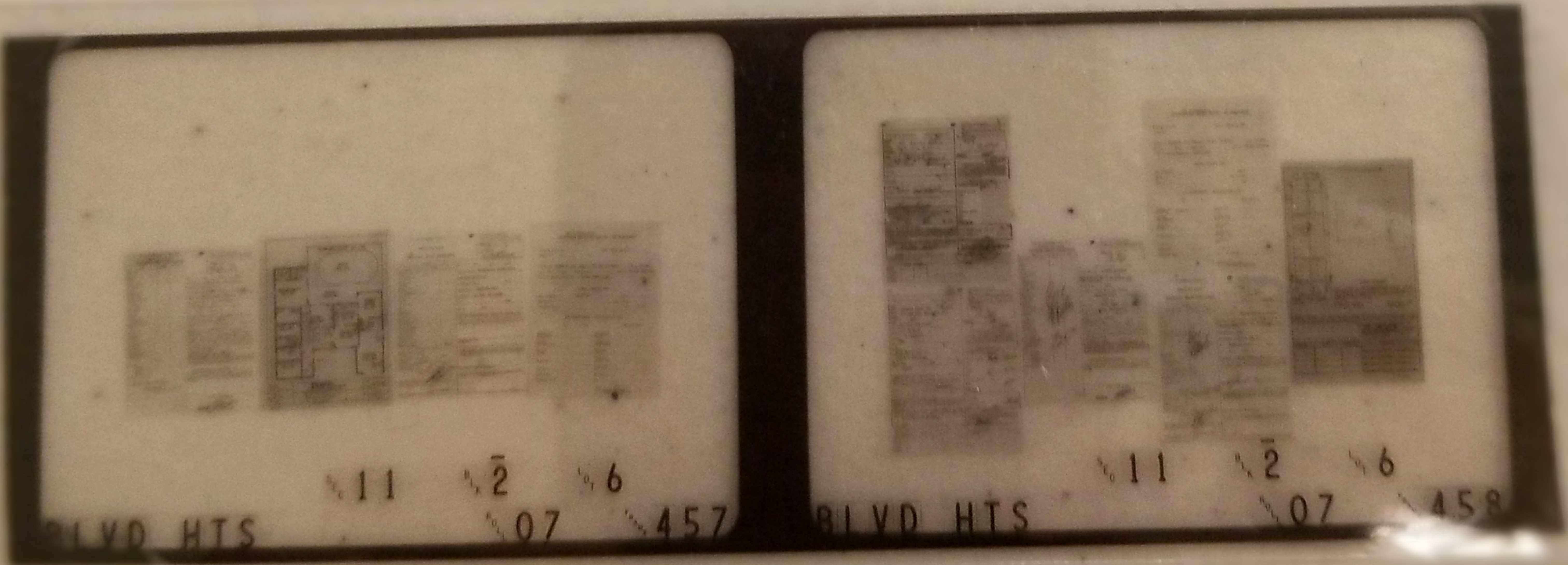


54

SEC 11

BL 2

LT 6



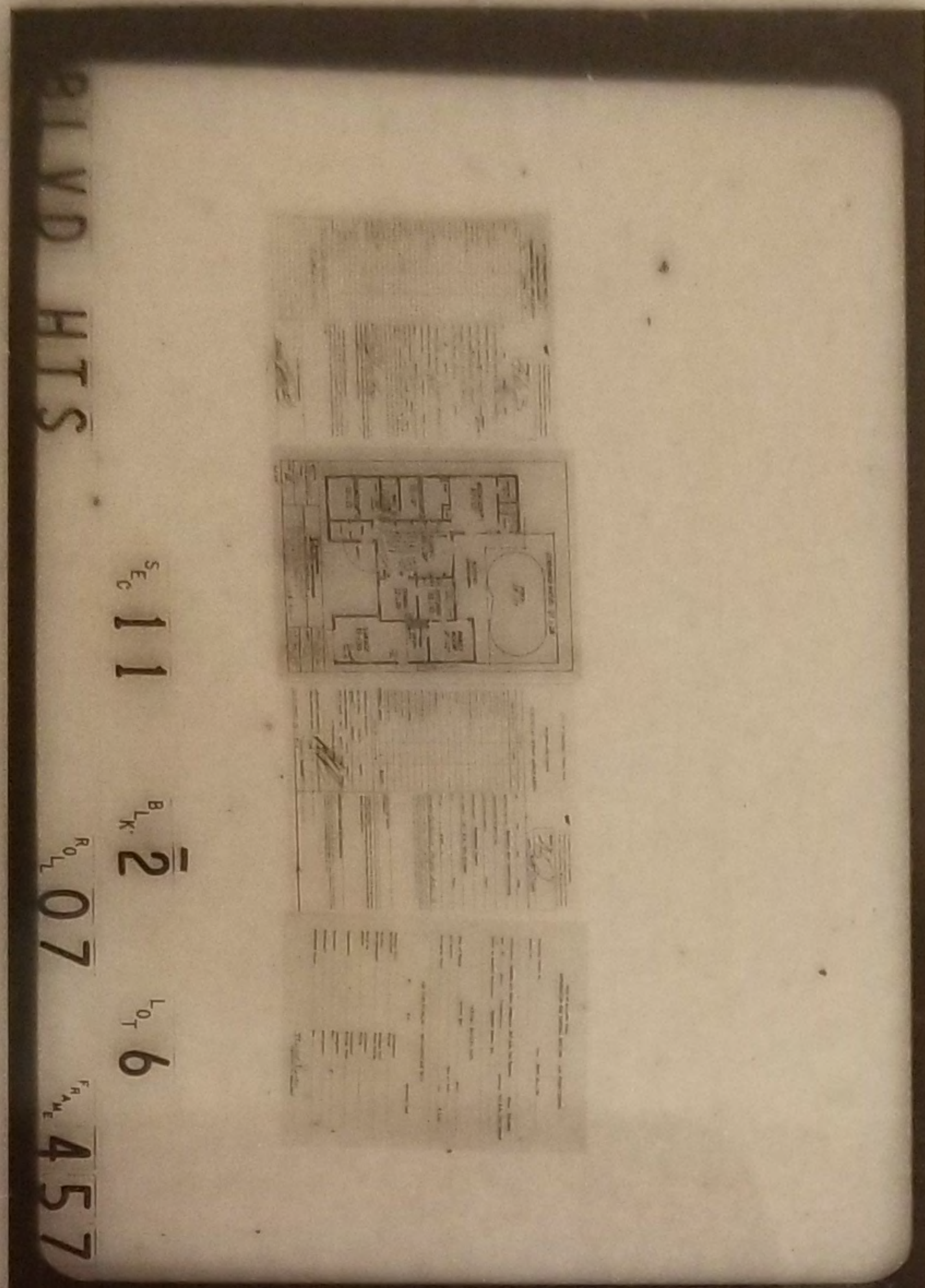
BLVD HTS 11 2 6
07 457

BLVD HTS 11 2 6
07 458

SEC 11

BL 2

LT 6



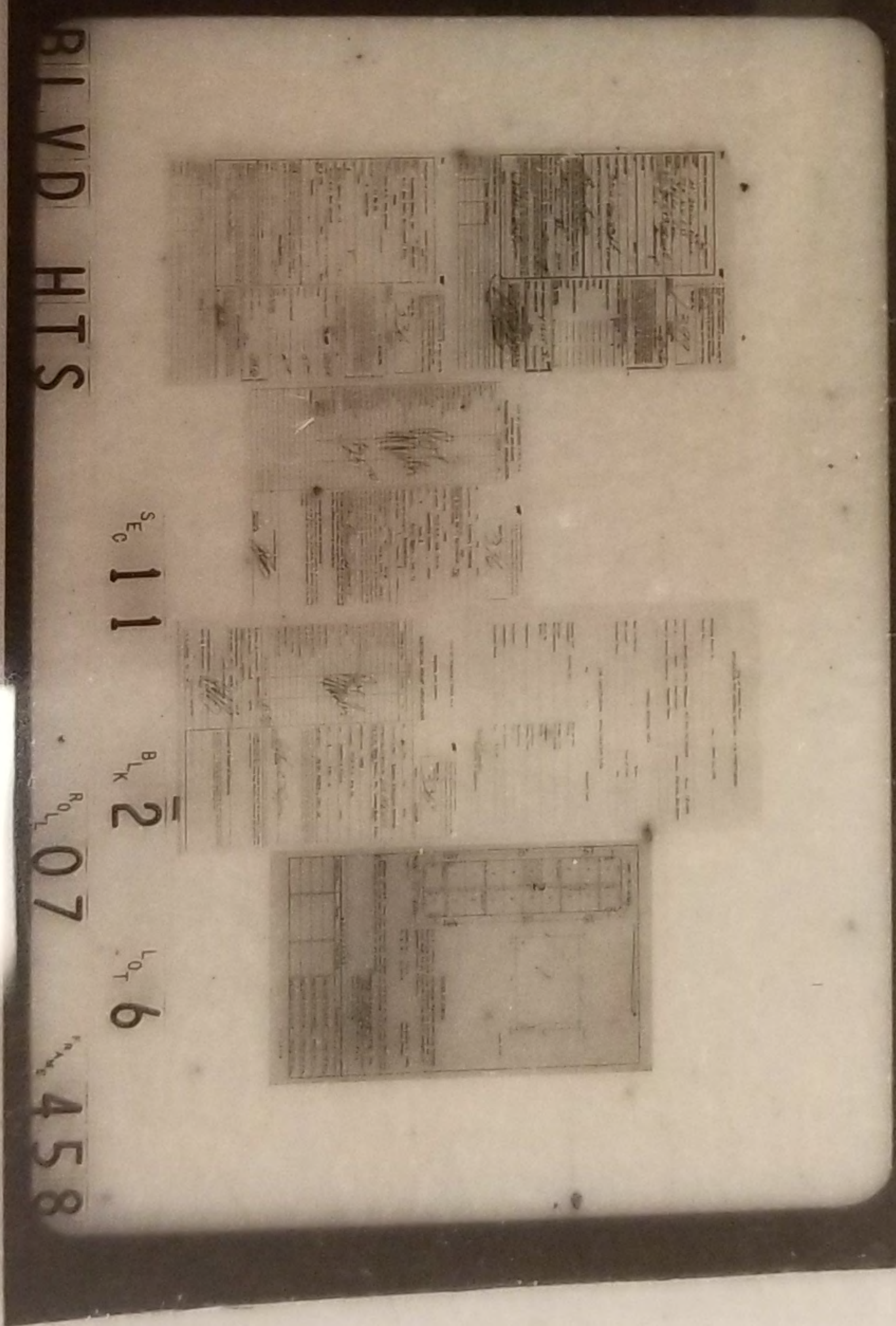
BLVD HTS

Sec 11

Blk 2

Lot 6

457



BLVD HTS

Sec 11

Blk 2

Lot 6

458

BLVD HEIGHTS

7710 NW 8 ST

SEC 11

BL 2

LT 6



PHONE: 388-4888

APPLICATION FOR BUILDING PERMIT

APPLICANT: Mr. F. Dine

ADDRESS: 8913 N.W. 7th Ct.

CITY OF PEMBROKE PINES

PERMIT No. 1608

DATE: 6/18/76

CONTRACTOR: Plumbing Service of Fla.

CONTRACTOR LICENSE: 72-012-52-1

CONTRACTOR ADDRESS: 1922 SW 25 St. Phone 261-9550

OWNER: Oak Hill Homes, Inc.

JOB ADDRESS: 8913 N.W. 7th Court

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

PHONE: 388-4888

CITY OF PEMBROKE PINES, FLA.

BUILDING AND ZONING PLUMBING PERMIT APPLICATION

PERMIT No. 1608

| TYPE | NUMBER | FEE |
|--------------------|--------|------|
| LAundry | 2 | 2.00 |
| TOILET | 1 | 2.00 |
| SHOWER | 1 | 2.00 |
| SINK | 1 | 2.00 |
| WATER CLOSET | 1 | 2.00 |
| CHESTNUT WABER | 1 | 2.00 |
| WATER SERVICE | 1 | 5.00 |
| WATER GAS/ELECTRIC | 1 | 2.00 |
| PLUMBING | 1 | 2.00 |

CONTRACTOR: Plumbing Service of Fla.

CONTRACTOR LICENSE: 72-012-52-1

CONTRACTOR ADDRESS: 1922 SW 25 St. Phone 261-9550

OWNER: Oak Hill Homes, Inc.

JOB ADDRESS: 8913 N.W. 7th Court

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2 Part 1

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

PHONE: 388-4888

APPLICATION FOR BUILDING PERMIT

APPLICANT: Oak Hill Homes, Inc.

ADDRESS: 2244 Hollywood Blvd.

CITY OF PEMBROKE PINES

PERMIT No. 1608

DATE: 6/18/76

CONTRACTOR: Plumbing Service of Fla.

CONTRACTOR LICENSE: 72-012-52-1

CONTRACTOR ADDRESS: 1922 SW 25 St. Phone 261-9550

OWNER: Oak Hill Homes, Inc.

JOB ADDRESS: 2244 Hollywood Blvd.

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2 Part 1

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

CERTIFICATE OF OCCUPANCY

BUILDING & ZONING DEPARTMENT

City of Pembroke Pines, Florida

Date Requested: 11/12/76

Permit No.: 1608

Builder's Name: Oakhill Homes, Inc.

Legal Description of Property: Lot-14 Block-3, Westview Sec. II, Pt. I

Address of Property: 8911 N.W. 7th Street

Property Involved in Load: R-1C

PERMIT WAS ISSUED FOR: Single Family Residence Group-I

APPROVED FOR OCCUPANCY

By: [Signature]

CITY OF PEMBROKE PINES

PERMIT APPLICATION FOR INSTALLATION OF WATER - METER

PERMIT No. 1608

DATE: 6/18/76

CONTRACTOR: Plumbing Service of Fla.

CONTRACTOR LICENSE: 72-012-52-1

CONTRACTOR ADDRESS: 1922 SW 25 St. Phone 261-9550

OWNER: Oak Hill Homes, Inc.

JOB ADDRESS: 8913 N.W. 7th Court

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2 Part 1

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

PHONE: 388-4888

CITY OF PEMBROKE PINES, FLA.

BUILDING AND ZONING ELECTRICAL PERMIT APPLICATION

PERMIT No. 1608

DATE: 6/18/76

CONTRACTOR: Brandon Service Corp.

CONTRACTOR LICENSE: 57 EC 54

CONTRACTOR ADDRESS: 6320 Johnson St. Phone 983-3059

OWNER: Oak Hill Homes, Inc.

JOB ADDRESS: 8913 N.W. 7th Court

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2 Part 1

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

PHONE: 388-4888

APPLICATION FOR BUILDING PERMIT

APPLICANT: Pasadena Homes

ADDRESS: 3811 SW 49 St.

CITY OF PEMBROKE PINES

PERMIT No. 1637

DATE: 6/18/76

CONTRACTOR: Brandon Service Corp.

CONTRACTOR LICENSE: 57 EC 54

CONTRACTOR ADDRESS: 6320 Johnson St. Phone 983-3059

OWNER: Pasadena Homes

JOB ADDRESS: 3811 SW 49 St.

CITY: Pembroke Pines, Fla.

LOT: 14

BLOCK: 3

SUBDIVISION: Westview Sec. 2 Part 1

STREET ADDRESS: 8913 N.W. 7th Ct.

LOT SIZE: 65x110

PERMITS INCLUDED: ESTIMATED VALUE: 7.00

APPROVED FOR OCCUPANCY

CITY OF PEMBROKE PINES

7700 S. W. 13th St.

PEMBROKE PINES, FLA. 33060

991-4600

DATE: 11-26-76

RECEIVED: [Signature]

IN PAYMENT OF THE FOLLOWING:

Occupation License: \$0.00

Major Permits and Fees: \$7.00

Other: \$0.00

Check No. 167

No. 32952

CITY OF PEMBROKE PINES

COOPER'S PEST CONTROL, INC.

1100 S.W. 10th St., Pembroke Pines, Florida 33060

MESSAGE DATE July 7, 1976

REPLY DATE

TO: 8911 N.W. 7th St., Lot-14 Block-3, Pembroke Pines, Fla. Sec 2

The above structure was treated for subterranean-termites-in-suspension with specifications on 6-29-76

By: [Signature]

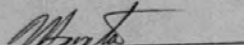
City of Pembroke Pines, Bldg. Dept.

3/5/83 cc - JACK
HARD
Copy on
last file

March 3, 1983

MEMORANDUM TO: SAM SAMBATARO
BUILDING OFFICIAL

At the March 2, 1983, City Commission Meeting, Commission approved the request from Temple Beth Emet for the waiver of building permit fees for the construction of their synagogue.


WOODWARD H. HAMPTON
CITY MANAGER

WHL/CD/et

8411-2316

TRACY CONSULTANTS, INC.
4060 S.W. 128th AVENUE
FT. LAUDERDALE, FL 33330
305/434-3679

February 25, 1985

permit # 85-0042

Building Department
City of Pembroke Pines
10211 Taft Street
Pembroke Pines, FL 33026

Re: Foundation Inspection for Temple Beth Emet

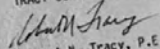
Dear Sirs:

This writer inspected the re-bar and dowel placement in WF 24 footings and pads T-1, T-2, T-3 & G in the S. E. area of the building on February 21, 1985. On February 22, 1985, this writer inspected the final two (2) pads (Type F) for re-bar and dowel placement. In each case the writer found the re-bar and dowel placement in accordance with the plans and specifications.

Please advise if there are any questions.

Sincerely,

TRACY CONSULTANTS, INC.


Robert N. Tracy, P.E.

RNT:tb

8411-2317



[Vendor view of bid](#)

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

Bid #AD-20-04 - Back Scanning And Media Conversion

Time Left Bid has ended.

Bid Started Oct 27, 2020 6:35:40 PM EDT

Bid Ended This bid closed on Dec 1, 2020 2:00:00 PM EST

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

Notifications

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

of suppliers that viewed 96 [\(View\)](#)

Q & A

[Questions & Answers](#)

Questions: 15

Q&A Deadline: Nov 24, 2020 8:30:00 PM EST

Bid Classifications [Classification Codes](#)

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

Bid Regions [Regions](#)

Bid Contact [see contact information](#)

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

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

Best and Final Offer: [Create](#)

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration 2 years

Contract Renewal See Specifications

Prices Good for 90 days

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

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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

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

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

Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms, to provide a City-wide agreement of services for document scanning, indexing and media conversion on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

It is the intent of the City to award the contract to a pool of the most responsible and responsive Contractors responding to the IFB.

Documents Select All | Select None | Download Selected

- 1. [AD-20-04 Back Scanning and Media Conversion.pdf](#) [download]
- 3. [Attachment B - Non-Collusive Affidavit](#) [download]
- 5. [Attachment D - Sample Insurance Certificate.pdf](#) [download]
- 7. [Attachment F - References Form](#) [download]
- Addendum #1 (2 documents)
 - 1. [Addendum 1.pdf](#) [download]
- 2. [Attachment A - Contact Information Form.docx](#) [download]
- 4. [Attachment C - Proposers Qualifications Statement](#) [download]
- 6. [Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf](#) [download]
- 2. [Attachment G - Microfiche Sample Pictures.pdf](#) [download]

= Included in Bid Packet = Excluded from Bid Packet

| Item | Title | Offers |
|-----------------|--|------------------------|
| AD-20-04--01-01 | Standard Media Conversion | Y Info |
| AD-20-04--01-02 | Large Format Media Conversion | Y Info |
| AD-20-04--01-03 | Microfilm Conversion | Y Info |
| AD-20-04--01-04 | Microfiche Conversion | Y Info |
| AD-20-04--01-05 | Sensitive and Confidential Media - Standard Media Conversion | Y Info |
| AD-20-04--01-06 | Sensitive and Confidential Media - Large Format Media Conversion | Y Info |
| AD-20-04--01-07 | Audio Visual Media Conversion | Y Info |
| AD-20-04--01-08 | Transportation Base Charge | Y Info |
| AD-20-04--01-09 | Transportation Charge | Y Info |
| AD-20-04--01-10 | Index Coding | Y Info |
| AD-20-04--01-11 | OCR Processing | Y Info |
| AD-20-04--01-12 | Storage Device - CD - Master | Y Info |
| AD-20-04--01-13 | Storage - DVD - Master | Y Info |
| AD-20-04--01-14 | Storage Device - USB/Flash Drive | Y Info |
| AD-20-04--01-15 | Storage Device - External Hard Drive | Y Info |
| AD-20-04--01-16 | Storage Device - Off-Site Repository | Y Info |
| AD-20-04--01-17 | Document Preparation | Y Info |
| AD-20-04--01-18 | Expedited Record Retrieval | Y Info |

Addendum #1 - Made On Nov 19, 2020 4:30:11 PM EST

| | |
|------------------------------------|---|
| New Documents | Addendum 1.pdf Attachment G - Microfiche Sample Pictures.pdf |
| Previous End Date | Nov 24, 2020 2:00:00 PM EST |
| Previous Q & A End Date | Nov 9, 2020 8:30:00 PM EST |
| New End Date | Dec 1, 2020 2:00:00 PM EST |
| New Q & A End Date | Nov 24, 2020 8:30:00 PM EST |

Contractor Advertisements [View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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



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Question and Answers for Bid #AD-20-04 - Back Scanning and Media Conversion

[Create New Question](#)

Question Deadline: Nov 24, 2020 8:30:00 PM EST

Overall Bid Questions

Question 1

Is the city willing to host a mandatory pre-bid so that the vendors can get a better understanding of the Microfiche requirements? If not, please see my questions below.

- When splitting images, is each image its own frame or do multiple images belong in a frame?
- On average, how many images are in a frame?
- Is each individual image billable?
- What is the minimum and maximum number of images on one Jacket?
- Can the city provide pictures of the Microfiche that represent all variations? For example: large and small format documents co-mingled, cards with sparse images, cards that are filled with images, as well as cards with straight and skewed images.
- Approximately what percentage of the images are skewed?
- Is the city willing to consider a provision defining different pricing for skewed images?
- Do images overlap or touch?
- Approximately what percentage of the images have a clear, defined border around them?
- Will frames interfere or infringe on other images, making it necessary to perform multiple scans? **(Submitted: Nov 9, 2020 10:28:05 AM EST)**

Answer

- Q: The City will NOT host a pre-bid meeting for this project. The City will, however, extend the Q&A to 11/24/2020 and the bid due date to 12/1/2020 to allow for follow up questions and answers.

Q: Multiple images per frame.

[edit](#) 

Q: One image per frame is the average but when multiple images are combined as one image the number can range from two - sixteen, but can be higher in a few cases.

Q: Please reference Attachment A for pricing break down.

Q: Minimum one image, maximum 75 images on one Jacket.

Q: Sample images will be uploaded as an Addendum.

Q: The City cannot accurately estimate the percentage of skewed images as this is an ongoing project. Our best estimate based on our previous scanning project is 30%.

Q: The City will not split-out skewed images as a separate item. Please build in the possibility of skewed images into your overall pricing.

Q: In some cases this does occur, the City cannot provide an estimate at this time.

Q: The City cannot accurately estimate this percentage as this is an ongoing project. Our best estimate based on our previous scanning project is 80%.

Q: Yes, there are some cases this will occur, the City cannot provide an estimate at this time. **(Answered: Nov 18, 2020 6:16:46 PM EST)**

Add to Answer:

Question 2

[edit](#) 

1.3.1 Digital Scanning

f. Documents shall be scanned in the same order as they are physically batched, regardless of size and weight.

Question: Am I to assume that we need to insert the Large plans in the same place as in the folder?

n. Wide format documents (e.g., engineering drawings, etc.) shall be scanned in color or black and white depending on the information contained within the documents.

Question: Please define. Does the Vendor make the call what needs to be color or will the City? (Submitted: Nov 9, 2020 10:28:22 AM EST)

Answer

- Q: Yes

Q: The scan needs to be a replica of the original. If the original is in b&w the scan needs to be in b&w. Likewise, if the original is in color, the scan needs to be in color. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 3

1.3.2 Handling and Receiving

Safeguards against theft, loss, and/or damage must be maintained at the highest levels.

For any lost, stolen, or damaged media in the contractors possession the contractor shall be fined up to \$100 for a records box, \$700 per set of large format drawings, \$700 per roll of microfilm, \$100 per piece of microfiche, and \$1,000 per record for documents classified as permanent retention.

Question: Will the City provide detailed transmittals for chain of custody?

f. The Contractor's facility must be located within the State of Florida. Contractors must be able to pick up/drop off documents from one facility to the other in one nonstop trip. Documents may not be stored overnight at any location other than the designated facility.

[edit](#)



Question: Is subcontracting allowed? Can the records be shipped out of state to another facility or out of the country? (Submitted: Nov 9, 2020 10:28:37 AM EST)

Answer

- Q: The City will provide inventory sheets of what is in each box and a list of boxes being sent to the company. In the past, prior companies would have a pickup/delivery log sheet to sign upon pickup of boxes and upon return of boxes.

Q: The City's intent is to ensure the safety and security of the media being converted. Subcontracting and shipping content out of state is NOT allowed except under special occasions requiring City approval. Limited subcontracting exception is most likely expected for media types of cassette tapes and VHS tapes. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 4

h. To maintain the City's Scanning Facility Standard of Security for the prevention of possible loss or theft of private, confidential and/or privileged information contained in documents which may be scanned, Contractor shall perform all scanning in a facility as follows:

â€ All scanning work is performed in a secure facility with twenty-four (24) hour surveillance and access control including a security system that is monitored and employs cameras, motion detectors, smoke detectors, security check-in area, inspected and tested fire suppression system, backup power generator, etc.

Question: Are these standards a requirement in order to be awarded the contract or a guideline and the city will make its recommendation base on the evaluation process. May I suggest a checklist of your requirements. Note: As most small businesses cannot meet all these requirements, therefore eliminating your most competitive pool of vendors. (Submitted: Nov 9, 2020 10:29:03 AM EST)

[edit](#)



Answer

- The standards set forth in this IFB are requirements unless specifically stated otherwise. It is the City's intent to ensure vendors have the necessary accommodation and equipment to handle sensitive materials. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 5

1.3.4 Media Type

a. The City requires contractors to be able to handle the following media:

â€ Standard Media: defined as paper media of Letter, Legal or Ledger size.

â€ Large Format Media: defined as any media larger than 11x17 inches which can include but is not limited to Architectural Drawings, Engineering Drawings, Drawing Sheet or Plan Drawings

[edit](#)



• Microfilm: defined as a storage medium using film reels which are exposed and developed into photographic records using a photographic process which include film on cards, film on roll, film on jacket, etc.

• Microfiche: thin photographic film, usually four by five inches, which is capable of storing information in miniaturized form.

• Sensitive and Confidential Media: defined as any media type that needs conversion which is sensitive in content or time required to be processed.

• Audio Visual Media: defined as an electronic media unit possessing a sound and a visual component, such as CDs, DVDs, VCRs, Cassette Tapes, Mini Cassettes, etc.

1.3.5 Estimated Quantity

The following quantities are estimates and the City reserves the right to adjust them (up or down) according to its workload and other factors:

• 1,200 cassette tapes. What needs to be done with Audio and visual Tapes?

• 1,100,000 sheets of letter or legal sized paper. Does the City have any large format documents? Ie Building?

• 440,000 microfiche images (jackets) Does this estimate include breaking out the images into individual images.

• 90,000 microfilm images (rolled film) How many rolls does the City have and are they 16mm or 35mm or both? Please give us a breakdown. (Submitted: Nov 9, 2020 10:29:35 AM EST)

Answer

- Q: Audio and visual files are to be converted from their physical format to digital.

Q: The City cannot accurately estimate the quantity of large format documents we will need scanned as this is an ongoing project. Our best estimate based on our previous scanning project is a volume of 20,000 E size documents.

Q: Yes, this estimate includes breaking out the images into individual images.

Q: 500 rolls of 16mm film (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 6

1.3.1 - Digital Scanning Requirement c. The City and the awarded Contractor will mutually develop a procedure to do this project on site and/or offsite.

What document types or under what circumstance would the City require work to be performed at a city location? (Submitted: Nov 9, 2020 12:49:33 PM EST)

[edit](#)



Answer

- The City anticipates the need for work to be performed on site when scanning student records and items for the police department. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 7

1.3.1 n. Wide format documents shall be scanned in color or black and white depending on the information contained within the documents.

What are the sizes of the cities wide format documents? and can a estimated volume be provided? (Submitted: Nov 9, 2020 12:51:58 PM EST)

Answer

[edit](#)



- Q: The average size is 24x36, but some Engineering drawings can be larger.

Q: The City cannot accurately estimate the quantity of large format documents we will need scanned as this is an ongoing project. Our best estimate based on our previous scanning project is a volume of 20,000 E size documents. (Answered: Nov 18, 2020 6:03:52 PM EST)

Add to Answer:

Question 8

1.3.1 r Contractor shall provide automated daily, weekly and monthly document imaging reports.

Are these reports to contain image count of what is being produced on a daily/weekly or monthly basis? (Submitted: Nov 9, 2020 12:54:24 PM EST)

[edit](#)



Answer

- Weekly reports with a percentage completed of the entire amount given to the vendor shall be the standard. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 9

1.3.2 g. Hard Copy Storage

After documents are scanned will the city require reassembly to respective folders? or can the documents be placed back in their respective boxes in document preparation style? (Submitted: Nov 9, 2020 12:57:35 PM EST)

Answer[edit](#) 

- Generally documents can be left in document preparation style but the City reserves the right to change certain document types to be returned in their original order.

Documents to be returned in original order will be specified during transfer of custody. This would be considered document preparation and would be priced per hour per Attachment A. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 10

1.3.4 Media Types

What size(s) are the microfilm rolls? Will indexing be on a roll level of images level? (Submitted: Nov 9, 2020 1:21:04 PM EST)

[edit](#) **Answer**

- Rolls are 16mm. Indexing is done by document type, not media type. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 11

Can the city give a ball park or range of the number of index fields for the various media types(paper documents, wide format, microfiche , microfilm etc.)? (Submitted: Nov 9, 2020 1:22:48 PM EST)

Answer[edit](#) 

- Indexing is done by document type, not by media type. Number of index fields can range from three fields to eight fields, depending on document type. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 12

Will the city accept a letter on the firms letterhead signed by a corporate officer as evidence of authority for the person signing off on the proposal? (Submitted: Nov 9, 2020 1:32:06 PM EST)

Answer[edit](#) 

- Yes (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 13

Since the city is contracting a pool of vendors for consideration, can a bidder choose line items it would like to provide a bid prices for? or would this deem the bidder non-responsive? (Submitted: Nov 9, 2020 3:09:00 PM EST)

Answer

[edit](#) 

- Vendors can bid on select line items they want to participate in. Choosing to bid on a selection of available line items will NOT deem vendors unresponsive. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 14

The city highlights various means for output of converted media (USB,CD, DVD, external drive, offsite repository). Which is likely to be the most common/preferred output? (Submitted: Nov 9, 2020 5:14:38 PM EST)

Answer

[edit](#) 

- CD is currently the preferred method but vendors must be able to provide the variety listed as the City may update it's preference based on it's needs. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Question 15

Are we allowed to add additional notes next to the line item for prices being submitted? (Submitted: Nov 9, 2020 8:29:29 PM EST)

Answer

[edit](#) 

- Yes there is space in BidSync for notes. (Answered: Nov 18, 2020 2:48:18 PM EST)

Add to Answer:

Submit

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Exhibit "B"

Information Consultants Inc

Bid Contact **Pierre Smith**
raphael.smith@icons-inc.com
Ph 954-989-3704

Address **15800 Pines Blvd**
Suite 341
Pembroke Pines, FL 33027

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

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|-----------------|--|------------------------|------------------------|-----------|-------------|
| AD-20-04--01-01 | Standard Media Conversion | Supplier Product Code: | First Offer - \$0.028 | 1 / sheet | \$0.028 Y |
| AD-20-04--01-02 | Large Format Media Conversion | Supplier Product Code: | First Offer - \$0.31 | 1 / sheet | \$0.31 Y |
| AD-20-04--01-03 | Microfilm Conversion | Supplier Product Code: | First Offer - \$0.035 | 1 / each | \$0.035 Y |
| AD-20-04--01-04 | Microfiche Conversion | Supplier Product Code: | First Offer - \$0.065 | 1 / each | \$0.065 Y |
| AD-20-04--01-05 | Sensitive and Confidential Media - Standard Media Conversion | Supplier Product Code: | First Offer - \$0.69 | 1 / sheet | \$0.69 Y |
| AD-20-04--01-06 | Sensitive and Confidential Media - Large Format Media Conversion | Supplier Product Code: | First Offer - \$0.35 | 1 / sheet | \$0.35 Y |
| AD-20-04--01-07 | Audio Visual Media Conversion | Supplier Product Code: | First Offer - \$0.45 | 1 / each | \$0.45 Y |
| AD-20-04--01-08 | Transportation Base Charge | Supplier Product Code: | First Offer - \$150.00 | 1 / each | \$150.00 Y |
| AD-20-04--01-09 | Transportation Charge | Supplier Product Code: | First Offer - \$150.00 | 1 / mile | \$150.00 Y |
| AD-20-04--01-10 | Index Coding | Supplier Product Code: | First Offer - \$0.25 | 1 / each | \$0.25 Y |

Code:

| | | | | | | |
|-----------------|---|---------------------------------------|-------------------------------|----------|-----------------------|------------------|
| AD-20-04--01-11 | OCR Processing | Supplier Product Code: | First Offer - \$0.065 | 1 / each | \$0.065 | Y |
| AD-20-04--01-12 | Storage Device - CD - Master | Supplier Product Code: | First Offer - \$35.00 | 1 / each | \$35.00 | Y |
| AD-20-04--01-13 | Storage - DVD - Master | Supplier Product Code: | First Offer - \$40.00 | 1 / each | \$40.00 | Y |
| AD-20-04--01-14 | Storage Device - USB/Flash Drive | Supplier Product Code: | First Offer - \$35.00 | 1 / each | \$35.00 | Y |
| AD-20-04--01-15 | Storage Device - External Hard Drive | Supplier Product Code: | First Offer - \$150.00 | 1 / each | \$150.00 | Y |
| AD-20-04--01-16 | Storage Device - Off-Site Repository | Supplier Product Code: | First Offer - \$75.00 | 1 / each | \$75.00 | Y |
| AD-20-04--01-17 | Document Preparation | Supplier Product Code: | First Offer - \$29.00 | 1 / hour | \$29.00 | Y |
| AD-20-04--01-18 | Expedited Record Retrieval | Supplier Product Code: | First Offer - \$20.00 | 1 / each | \$20.00 | Y |
| | | | | | Supplier Total | \$686.243 |

Supplier: Information Consultants Inc

CONTACT INFORMATION FORM

IN ACCORDANCE WITH AD-20-04 titled “Back Scanning and Media Conversion” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

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

COMPANY INFORMATION:

COMPANY: **Information Consultants, Inc.**

STREET ADDRESS: **15800 Pines Blvd, Suite 341**

CITY, STATE & ZIP CODE: **Pembroke Pines, Florida 33027**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Pierre Smith** TITLE: **President/Owner**

E-MAIL: **corp@icons-inc.com**

TELEPHONE: **305 434-7916** FAX:

AUTHORIZED APPROVER:

NAME: **Pierre Smith** TITLE: **President/Owner**

E-MAIL: **corp@icons-inc.com**

TELEPHONE: **305 434-7916** FAX:

SIGNATURE: **Pierre Smith**

B) Proposal Checklist

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

| | |
|---|---|
| Attachment A - Contact Information Form | Yes <input checked="" type="checkbox"/> |
| Attachment B - Non-Collusive Affidavit | Yes <input checked="" type="checkbox"/> |
| Attachment C - Proposer's Completed Qualification Statement | Yes <input checked="" type="checkbox"/> |
| Attachment F - References Form | Yes <input checked="" type="checkbox"/> |

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

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

C) Sample Proposal Form

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

Base Option:

| em | Item Description | Unit | Total Cost |
|-----------|---|----------------------|--|
| 1) | Standard Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 2) | Large Format Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 3) | Microfilm Conversion | Per Image | Price to be Submitted Via BidSync |
| 4) | Microfiche Conversion | Per Image | Price to be Submitted Via BidSync |
| 5) | Sensitive and Confidential Media – Standard Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 6) | Sensitive and Confidential Media – Large Format Media Conversion | Per Sheet | Price to be Submitted Via BidSync |
| 7) | Audio Visual Media Conversion | Per Unit | Price to be Submitted Via BidSync |
| 8) | Transportation Base Charge | Per Roundtrip | Price to be Submitted Via BidSync |
| 9) | Transportation Charge | Per Mile | Price to be Submitted Via BidSync |
| 10) | Index Coding | Per Field | Price to be Submitted Via BidSync |

| | | | |
|-----|--------------------------------------|--------------------|--|
| 11) | OCR Processing | Per Image | Price to be Submitted Via BidSync |
| 12) | Storage Device – CD – Master | Per CD | Price to be Submitted Via BidSync |
| 13) | Storage Device – DVD – Master | Per DVD | Price to be Submitted Via BidSync |
| 14) | Storage Device – USB/Flash Drive | Per Drive | Price to be Submitted Via BidSync |
| 15) | Storage Device – External Hard Drive | Per Drive | Price to be Submitted Via BidSync |
| 16) | Storage Device – Off-Site Repository | Per TB | Price to be Submitted Via BidSync |
| 17) | Document Preparation | Per Hour | Price to be Submitted Via BidSync |
| 18) | Expedited Record Retrieval | Per Request | Price to be Submitted Via BidSync |

Supplier: Information Consultants Inc



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

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

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

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

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

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

Printed Name/Signature **Pierre Smith**

Title **President Owner**

Name of Company **Information Consultants, Inc**

Supplier: Information Consultants Inc



City of Pembroke Pines

Attachment C

PROPOSER’S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

**Information Consultants, Inc.
15800 Pines Blvd, Suite 341
Pembroke Pines, Florida 33027**

PROPOSER’S License Number:

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

Number of years your organization has been in business **21**

State the number of years your firm has been in business under your present business name **21**

State the number of years your firm has been in business in the work specific to this solicitation: **21**

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

Pierre Smith, President/Owner

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

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

At what address was that business located?

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

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

NO

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

Yes

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

performed by each subcontractor(s).

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

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

None

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

None

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

none

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

None

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

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

No

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

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

Information Consultants, Inc.
(Company Name)

raphael.smith@icons-inc.com
(Printed Name/Signature)

Supplier: Information Consultants Inc**REFERENCES FORM**

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Port Saint Lucie, FL**

Address: **121 SW Port St Lucie Blvd Building A**

City/State/Zip: **Port St. Lucie, FL 34984**

Contact Name: **Carlene Cidel** Title: **Applications Analyst**

E-Mail Address: **cidelc@stlucieco.org**

Telephone: **772-462-6809** Fax:

Project Information:

Name of Contractor Performing the work: **Information Consultants**

Name and location of the project: **Banner ERP Integration for St. Lucie County
121 SW Port St Lucie Blvd Building A, Port St. Lucie, FL 34984. The project was done remotely.**

Nature of the firm's responsibility on the project: **The Information Consultants team was tasked with creating a Laserfiche Connector profile with the Banner Application to ensure the systems integrate smoothly. The process involved updating the Laserfiche Master License to load new licenses for Laserfiche Connector and downloading and installing Laserfiche Connector on a test workstation designated by the county. The Information Consultants team collected a list of recommended Banner screens used by the Finance department to integrate and created 20 profiles for different Banner screens and actions (used to search, scan, and apply templates). Finally, the Information Consultants team tested each profile, installed the profiles on 10 workstations, and tested the process with the users involved.**

Project duration: **May 8th, 2019 - June 5th, 2019** Completion (Anticipated) Date: **June 5th, 2019**

Size of project: Cost of project: **13,368.00**

Work for which staff was responsible: **The Information Consultants team was responsible for integrating the Banner application with the Laserfiche System in order to perform searches, scanning, and template updates automatically from the Banner system into Laserfiche.**

Contract Type: **SOW**

The results/deliverables of the project: **The Information Consultants team created a Laserfiche Connector profile with the Banner Application in order to integrate the two systems for 10 user workstations. The Information Consultants team created 20 profiles for different Banner screens, tested the process, then installed the Banner profiles across 10 user workstations to ensure users could perform searches, scanning, and template updates automatically from the Banner system into Laserfiche.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Sunny Isles Beach, FL**

Address: **18070 Collins Ave**

City/State/Zip: **Sunny Isles Beach, FL 33160**

Contact Name: **Tiffany Neely-Jean** Title: **Finance Director**

E-Mail Address: **tjean@sibfl.net**

Telephone: **305.792.1805** Fax:

Project Information:

Name of Contractor Performing the work: **Information Consultants**

Name and location of the project: **Title: Professional Service Hours to Digitize Invoice Process**

City of Sunny Isles Beach, FL

18070 Collins Ave

Sunny Isles Beach, FL 33160

Nature of the firm's responsibility on the project: **The Information Consultants Team was tasked with transforming the existing invoice process used by Sunny Isles Beach into an enhanced, improved, and automated process from beginning to end. By the end of the project, users were able to submit the necessary attachment(s) using a Laserfiche Form created specifically for the management and handling of invoice processing. Users filled out the Department, Account Number, (and any other required metadata) on the Laserfiche Form. The Form was configured to accomplish dynamic validation and automatically populate specific information on the form based on specific criteria. The Forms Business Process routes the form to the Department Head, where the Department Head makes the necessary changes and additions, signs the document, and clicks to approve/reject the document.**

Project duration: **March 31st, 2020 - May 12th, 2020** Completion (Anticipated) Date: **May 12th, 2020**

Size of project: Cost of project: **\$17,550**

Work for which staff was responsible: **The Information Consultants team worked with the City of Sunny Isles Beach Team to create a new-and-improved internal process for receiving, processing, and approving invoices for the Finance Department. ICONS recommends building an enhanced, customized solution using Laserfiche Forms.**

Contract Type: **SOW**

The results/deliverables of the project: **By using the Sunny Isles Beach existing internal processes (paper-based, non-paper-based, etc.) the Information Consultants team transformed the invoice process and optimized into a friendly-to-use, efficient, fully automated business process using Laserfiche and Laserfiche Forms.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Coral Gables, FL**

Address: **405 Biltmore Way**

City/State/Zip: **Coral Gables, FL 33134**

Contact Name: **Desiree Liguori** Title: **Senior Administrative Analyst**

E-Mail Address: **dliguori@coralgables.com**

Telephone: **(305)569-1848** Fax:

Project Information:

Name of Contractor Performing the work: **Information Consultants**

Name and location of the project: **Laserfiche ECM System Implementation for the City of Coral Gables, Florida**

Location: **405 Biltmore Way, Coral Gables, FL 33134**

Nature of the firm's responsibility on the project: **The Information Consultants team was tasked with replacing the city's outdated document management system with a Laserfiche Cloud solution. The city had a large amount of documents that had been previously scanned, but needed to be imported. Information Consultants assisted with the migration of these scanned documents into Laserfiche. With the use of Laserfiche Connector, Information Consultants integrated multiple systems that were unable to integrate with their outdated document management system. The city required a quick transition from their old system to the new Laserfiche solution.**

Project duration: **July 1st, 2019 - November 18th, 2019** Completion (Anticipated) Date: **November 18th, 2019**

Size of project: Cost of project: **\$80,100**

Work for which staff was responsible: **The Information Consultants team centralized the city's document management solution. The Information Consultants team was able to roll out a multi-department Integration Solution and deployed 80 user Laserfiche Cloud systems throughout the entire city within 60 days.**

Contract Type: **SOW**

The results/deliverables of the project: **The Information Consultants team centralized the city's document management solution. The Information Consultants team was able to roll out a multi-department Integration Solution and deployed 80 user Laserfiche Cloud systems throughout the entire city within 60 days.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Jones County Junior College**

Address: **900 S Court Street**

City/State/Zip: **Ellisville, MS 39437**

Contact Name: **Paul Spell** Title: **VP of Enrollment Management**

E-Mail Address: **paul.spell@jcjc.edu**

Telephone: **601-477-4223** Fax:

Project Information:

Name of Contractor Performing the work: **Information Consultants**

Name and location of the project: **Title: Laserfiche ECM System for Jones County Junior College
900 S Court Street, Ellisville, MS 39437. The project was done in person and remotely.**

Nature of the firm's responsibility on the project: **The Information Consultants team was responsible for deploying a document management solution that will serve as a centralized repository of student records content, securely stored in a single location but allowing access across multiple departments.**

Project duration: **November 21st, 2019 - January 13th, 2020** Completion (Anticipated) Date: **January 13th, 2020**

Size of project: Cost of project: **\$7,522.20**

Work for which staff was responsible: **The Information Consultants team was responsible for deploying a document management solution that will serve as a centralized repository of student records content, securely stored in a single location but allowing access across multiple departments.**

Contract Type: **SOW**

The results/deliverables of the project: **The Information Consultants team centralized repository will allow storage and detailed searching of student files based on specific student criteria and offer automated workflows and electronic forms to maintain student records. This option provides immediate functionality and future expansion by including digital document storage and retrieval, audit trail, automation for business processes, web access, electronic forms, easy integration and robust security options.**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **Florida A&M University**

Address: **1601 S Martin Luther King Jr Blvd**

City/State/Zip: **Tallahassee, FL 32307**

Contact Name: **Agatha Onwunli** Title: **University Registrar**

E-Mail Address: **agatha.onwunli@famu.edu**

Telephone: **(850) 599-3348** Fax:

Project Information:

Name of Contractor Performing the work: **Information Consultants**

Name and location of the project: **Scan it Forward - 2 Weeks of Onsite Scanning**

Florida A&M University

1601 S Martin Luther King Jr Blvd

Tallahassee, FL 32307

Nature of the firm's responsibility on the project: **The Scan It Forward team was brought in to scan student records dating back to the 60's with the use of high speed scanners and Laserfiche QuickFields. The team prepared the documents before scanning (remove staples, paperclips, make photocopies of unscannable pages, tape ripped pages). Once scanned, the team put records back into their original binders and boxes in an organized fashion. The team upload scanned documents to the FAMU Laserfiche Cloud system at the end of each day. The team manually reviewed and indexed documents where metadata was not picked up properly.**

Project duration: **January 27th, 2020** Completion (Anticipated) Date: **July 1st, 2020**

Size of project: **Small Scanning Project** Cost of project: **\$17,5440**

Work for which staff was responsible: **The Scan It Forward team arrived on-site with high speed scanners and a preconfigured Laserfiche Cloud configured to read, identify, and organize the student records. By the end of the project, the Scan It Forward team had scanned, stored, and applied metadata to over 100k pages of student records.**

Contract Type: **SOW**

The results/deliverables of the project: **The Scan It Forward team scanned 100k pages of student records, stored the records in the University's Cloud repository, reviewed and corrected document metadata, and delivered an external hard drive with the scanned documents to the University.**



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

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



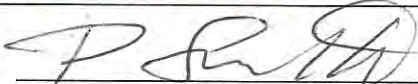
City of Pembroke Pines

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

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

COMPANY NAME: Information Consultants, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: 

INFORMATION CONSULTANTS, INC.
15800 PINES BLVD, STE 341
PEMBROKE PINES FL 33027

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20180537/01
RECEIPT-NO: 203775

RECEIPT-YEAR: OCTOBER 1, 2020 thru SEPTEMBER 30, 2021

BUS-NAME : INFORMATION CONSULTANTS, INC.
BUS-ADDR : 15800 PINES BLVD, STE 341
PEMBROKE PINES FL 33027

NOTICE

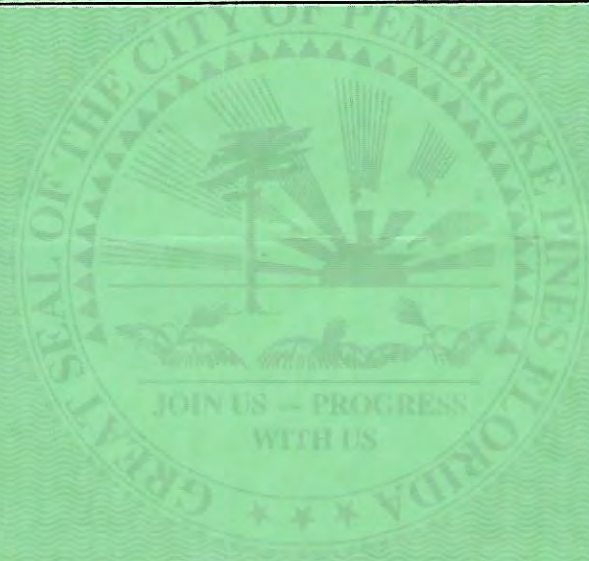
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



BUS-DESCR : CONSULTING FIRM (SOFTWARE TECH)

RECEIPT-TYPE: REGULAR LICENSE

| BUSINESS-CLASSIFICATION | INV/UNITS | EFFECTIVE | PERMIT-NUMBER/COMMENTS | RCT-TYPE |
|-------------------------------|-----------|------------|------------------------|----------|
| PCL CONSULTANT (UNCLASSIFIED) | 0 | 10/01/2020 | | P/Pines |
| SIGN BUSINESS SIGN | 1 | 10/01/2020 | | P/Pines |





City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

COMPANY NAME: Information Consultants, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Pierre Smith, F Smith



City of Pembroke Pines

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

1. This sworn statement is submitted Information Consultants, Inc.
(name of entity submitting sworn statement)
whose business address is 15800 Pines Blvd, Suite 341 Pembroke Pines, Florida 33027
and (if applicable) its Federal Employer Identification Number (FEIN) is
650873052. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Pierre Smith and my
(Please print name of individual signing)
relationship to the entity named above is President/Owner.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Pierre Smith

Bidder's Name

Information Consultants, Inc.

Company Name

Signature

11/4/2020

Date



City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Pierre Smith, on behalf of Information Consultants, Inc.,
Print Name and Title Company Name

certify that Information Consultants, Inc. :
Company Name

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

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

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

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

Pierre Smith - President/owner
Print Name / Title


Signature

Information Consultants, Inc.
Company Name



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

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

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

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

Information Consultants, Inc.

Company Name

Pierre Smith

Authorized Signer Name

Authorized Signature



(OFFICE USE ONLY) Vendor number:

Vendor Information Form

| | | | |
|---|--|---------------|-----------------|
| Operating Name (Payee) | Information Consultants, Inc. | | |
| Legal Name (as filed with IRS) | Information Consultants, Inc. | | |
| Remit-to Address (For Payments) | 15800 Pines Blvd, Suite 341Pembroke Pines, Florida 33027 | | |
| Remit-to Contact Name: | Pierre Smith | Title: | President/Owner |
| Email Address: | corp@icons-inc.om | | |
| Phone #: | (305) 434-7916 | Fax # | |
| Order-from Address (For purchase orders) | 15800 Pines Blvd, Suite 341Pembroke Pines, Florida 33027 | | |
| Order-from Contact Name: | Pierre Smith | Title: | President/Owner |
| Email Address: | corp@icons-inc.om | | |
| Phone #: | (305) 434-7916 | Fax # | |
| Return-to Address (For product returns) | 15800 Pines Blvd, Suite 341Pembroke Pines, Florida 33027 | | |
| Return-to Contact Name | Pierre Smith | Title: | President/Owner |
| Email Address: | corp@icons-inc.om | | |
| Phone #: | (305) 434-7916 | Fax # | |
| Payment Terms: | | | |

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

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

Federal ID Number:

Social Security No.:

Name & Title of Applicant Pierre Smith, President/Owner

Signature of Applicant  Date 11/4/2020



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: Information Consultants, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Pierre Smith / P.S.A.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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.) See instructions.
15800 Pines, Blvd, Suite 341

6 City, state, and ZIP code
Pembroke Pines, Florida 33027

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number

| | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|
| | | | - | | | - | | | |
|--|--|--|---|--|--|---|--|--|--|

or

Employer identification number


| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 5 | - | 0 | 8 | 7 | 3 | 0 | 5 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **11/4/2020**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 4.

File ID: 21-0039

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/13/2021

Short Title: IFB #AD-20-04 Backscanning and Media
Conversion-pool of 5 proposers

Final Action: 03/17/2021

Title: MOTION TO AWARD IFB # AD-20-04 "BACK SCANNING AND MEDIA CONVERSION" TO PIONEER TECHNOLOGY GROUP LLC, GRM INFORMATION MANAGEMENT SERVICES OF MIAMI LLC, INFORMATION CONSULTANTS, INC., GLOBAL SOLUTIONS GROUP, INC., AND ADVANCED DATA SOLUTIONS, WHICH WILL FORM A POOL OF VENDORS THAT WILL BE AVAILABLE FOR THE CITY TO CHOOSE FROM FOR SERVICES ON AN AS NEEDED BASIS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$134,000 FOR THE 2020-2021 FISCAL YEAR AND \$157,000 FOR THE 2021-2022 FISCAL YEAR.

***Agenda Date:** 03/17/2021

Agenda Number: 4.

Internal Notes:

Attachments: 1. Bid Tabulation, 2. Exhibit A - IFB # AD-20-04, 3. Exhibit B - Advanced Data Solutions, 4. Exhibit B - Global Solutions Group, Inc., 5. Exhibit B - GRM Information Management Services of Miami, LLC, 6. Exhibit B - Information Consultants, Inc., 7. Exhibit B - Pioneer Technology Group LLC DBA Pioneer Records Management, 8. Advanced Data Solutions Contract, 9. Global Solutions Group Inc. Contract, 10. GRM Information Management Contract, 11. Information Consultants Inc. Contract, 12. Pioneer Technology Group Contract, 13. Cost Calculator

1 City Commission 03/17/2021 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

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

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

Agenda Request Form Continued (21-0039)

| | | | | | |
|---|---------|----------|----------|----------|----------|
| Audio Visual Media Conversion | \$24.99 | N/A | \$0.45 | \$49.50 | N/A |
| Document Preparation | \$24.99 | \$0.00 | \$29.00 | \$41.25 | \$30.00 |
| Expedited Record Retrieval | \$12.50 | \$25.00 | \$20.00 | \$5.00 | \$50.00 |
| Index Coding | \$0.08 | \$0.03 | \$0.25 | \$0.43 | \$0.35 |
| Large Format Media Conversion | \$0.32 | \$2.00 | \$0.31 | \$0.92 | \$2.00 |
| Microfiche Conversion | \$0.06 | N/A | \$0.07 | \$0.70 | \$1.00 |
| Microfilm Conversion | \$0.03 | N/A | \$0.04 | \$0.14 | \$0.15 |
| OCR Processing | \$0.01 | \$0.01 | \$0.07 | \$0.01 | \$0.10 |
| Sensitive and Confidential Media - Large Format | \$0.32 | \$2.00 | \$0.35 | \$0.95 | \$5.00 |
| Sensitive and Confidential Media - Standard | \$0.03 | \$0.03 | \$0.69 | \$0.03 | \$0.55 |
| Standard Media Conversion | \$0.03 | \$0.03 | \$0.03 | \$0.03 | \$0.25 |
| Storage - DVD - Master | \$5.00 | \$2.50 | \$40.00 | \$5.26 | \$50.00 |
| Storage Device - CD - Master | \$5.00 | \$2.50 | \$35.00 | \$10.00 | \$50.00 |
| Storage Device - External Hard Drive | \$50.00 | \$200.00 | \$150.00 | \$175.00 | \$50.00 |
| Storage Device - Off-Site Repository | N/A | N/A | \$75.00 | \$99.00 | \$25.00 |
| Storage Device - USB/Flash Drive | \$10.00 | \$5.00 | \$35.00 | \$39.99 | \$50.00 |
| Transportation Base Charge | \$0.00 | \$20.00 | \$150.00 | \$665.00 | \$200.00 |
| Transportation Charge | \$0.36 | \$0.00 | \$150.00 | \$1.48 | \$200.00 |

4. The City Clerk's Office has reviewed the bids and has selected all bidders to be included in the pool of vendors that can be used on an as-needed basis for back scanning and media conversion services.
5. The vendors have completed the Equal Benefits Certification Form and have stated that:
 - A) Pioneer Technology Group, LLC - "Contractor currently complies with the requirements of this section."
 - B) GRM Information Management of Miami LLC - "Contractor currently complies with the requirements of this section."
 - C) Information Consultants Inc - "Contractor currently complies with the requirements of this section."
 - D) Global Solutions Group, Inc. - "Contractor currently complies with the requirements of this section."
 - E) Advanced Data Solutions, Inc. - "The Contractor does not provide benefits to employees' spouses in traditional marriages."
6. The City Clerk's Office is requesting to utilize an annual amount not to exceed \$134,000 for fiscal year 2020-2021 and an annual amount not to exceed \$157,000 for fiscal year 2021-2022. Funds for the 2021 fiscal year have already been budgeted.
7. Each of the five vendors will be required to execute a two (2) year continuing service agreement with two additional two year renewal options.
8. The City Clerk's Office will utilize the attached Cost Calculator to determine which vendor, based on the lowest overall cost to the City, will receive the work as it arises on an as needed basis.
9. Request Commission to award IFB # AD-20-04 "Back Scanning and Media Conversion", to a pool of five (5) vendors that will be available for the City to choose from on an as needed basis, for an annual amount not to exceed \$134,000 for the 2020-2021 fiscal year and an annual amount not to exceed \$157,000 for the 2021-2022 fiscal year.

Agenda Request Form Continued (21-0039)

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$134,000 for 2020-2021 and \$157,000 for 2021-2022.
- b) Amount budgeted for this item in Account No:** Funds are available in account # 001-519-1001-534050-0000-000-0000 (Contractual microfilming).
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** The agreement will be for an initial two (2) year period, with two additional two year renewal options.

| | Current FY | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------|------------|-----------|--------|--------|--------|
| Revenues | \$0 | \$0 | NA | NA | NA |
| Expenditures | \$134,000 | \$157,000 | NA | NA | NA |
| Net Cost | \$134,000 | \$157,000 | NA | NA | NA |

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

Rojas, Dominique

From: Graham, Marlene
Sent: Thursday, February 04, 2021 2:55 PM
To: Rojas, Dominique
Subject: RE: Back Scanning Agreements - Department Head Review & Approval

Thank you, Dominique.

I have reviewed and approved.

Marlene D. Graham, CMC, City Clerk | **CITY OF PEMBROKE PINES**
601 City Center Way | Pembroke Pines, FL 33025 | Phone: 954-450-1050 | Fax: 954-517-8402
Website: www.ppines.com | Email: mgraham@ppines.com



From: Rojas, Dominique
Sent: Thursday, February 04, 2021 12:00 PM
To: Graham, Marlene <mgraham@ppines.com>
Subject: Back Scanning Agreements - Department Head Review & Approval
Importance: High

Dear Marlene,

I am resending you the link here below.

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com

From: Rojas, Dominique
Sent: Monday, January 25, 2021 8:26 AM

