



AGREEMENT COVER MEMORANDUM

To:	Barbara Torres, City Clerk's Office	From:	Tania Mercado, Purchasing	Date:	01/03/2017
Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.					

Company:	Advanced Data Solutions, Inc.
Contract Purpose:	Back Scanning and Media Conversion Project
Contract Description:	To provide services for document scanning and media conversion for the Office of the City Clerk Records Custodian.

Contract Group:	Services (Contractual)	Effective Date:	01/01/2017
Agreement Type:	Master	Expiration Date:	12/31/2018
Contract Type:	Expense	Renewal Options:	2 additional 2-year terms.
Location:	City Clerk's Office (Routing)	Notice Period:	120
Contract Value:	\$226,858.08	Notice Date:	09/02/2018
Contract Value Description:	The Contract Value of \$226,858.08 includes a 15% owner's contingency fee of \$29,590.18.		

Department:	City Clerk	Approved by Commission:	Passed
Contract Manager:	Marlene Graham	Commission Date (if Approved or Pending):	12/14/2016
Procurement Method:	Formal Solicitation (RFQ, RFP, IFB, RLI, etc.)	For Commission Review:	Yes
Procurement Summary:	RFP #AD-15-03 "Back Scanning and Media Conversion Project"	Reason For Commission Review:	Contract value exceeds \$25,000
Account Coding(s):	1-519-1001-34050	Insurance Required:	Yes
Additional Notes:	None.	Bonds Required:	N/A
Attachments	(2) Originals, Signed/Notarized/Witnessed by Vendor		
	<ul style="list-style-type: none">Exhibit A – RFP #AD-15-03 – (Electronically Sent)Exhibit B – Contractor's Response – (Electronically Sent)Certificate of Liability InsuranceCommission Approval		



AGREEMENT

THIS IS AN AGREEMENT, dated the 9th day of January, 2016, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

ADVANCED DATA SOLUTIONS, INC., a company authorized to do business in the State of Florida, with a business address of **141 SCARLET BOULEVARD, SUITE A, OLDSMAR, FL 34677**, hereinafter referred to as "CONTRACTOR".

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 **July 12, 2016**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to perform **back scanning and media conversion** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # AD-15-03 **"Back Scanning and Media Conversion Project"**

1.2 On **September 27, 2016**, the bids were opened at the offices of the City Clerk.

1.3 On **December 14, 2016**, 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 **back scanning and media conversion**, 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, "**RFP # AD-15-03**", 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 **back scanning and media conversion project**, 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 services as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year period** commencing on **January 1, 2017** and ending on **December 31, 2018**.

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

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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 **AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED FIFTY EIGHT DOLLARS AND EIGHT CENTS (\$226,858.08)** annually, payable in monthly payments for actual services performed. 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 The 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 his or her assignees.

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

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 **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or 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 §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 CONTRACTOR's 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 **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 a 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
10100 PINES BOULEVARD, 5th 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
 10100 Pines Boulevard
 Pembroke Pines, Florida 33025
 Telephone No. (954) 431-4884
 Facsimile No. (954) 437-1149

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

Contractor **MELODY S. ENGLE, PRESIDENT**
 Advanced Data Solutions, Inc.



**141 Scarlet Boulevard, Suite A,
Oldsmar, FL 34677**
Telephone No: (813) 855-3545
E-Mail: mengle@adsus.net

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 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.

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.



City of Pembroke Pines

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

ATTEST:

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

1/9/17

CITY

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

Yamil A. Mora
YAMIL A. MORA, 1/5/17
OFFICE OF THE CITY ATTORNEY



CONTRACTOR

Witnesses:

Ray B. McNeil
RAY B. MCNEIL
Print Name
Tina Patel
TINA PATEL
Print Name

ADVANCED DATA SOLUTIONS, INC.

BY: *Melody S. Engle*
Print Name: Melody S. Engle
Title: President

Tina Patel

Print Name

STATE OF

Florida

COUNTY OF

Pinellas) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Melody S. Engle as President of ADVANCED DATA SOLUTIONS, INC., a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of ADVANCED DATA SOLUTIONS, INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of December 2016.



Carol Orlowski
NOTARY PUBLIC

Carol Orlowski
(Name of Notary Typed, Printed or Stamped)



Back Scanning and Media Conversion Project

Request for Proposals # AD-15-03

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



Table of Contents

SECTION 1 - INSTRUCTIONS	5
1.1 NOTICE.....	5
1.2 PURPOSE.....	5
1.3 ELIGIBILITY	5
1.4 PROJECT OVERVIEW	6
1.5 PROJECT OBJECTIVES	7
1.6 SCOPE OF SERVICES	7
1.6.1 HANDLING AND RECEIVING REQUIREMENTS	8
1.6.2 QUALITY, PRODUCTION AND PRICING REQUIREMENTS	9
1.6.3 LARGE FORMAT DRAWINGS	10
1.6.4 OUTPUT DOCUMENTS.....	11
1.6.5 RECORD ACCESSIBILITY.....	11
1.6.6 RECORDS DESTRUCTION	11
1.6.7 SOURCE DOCUMENTS.....	11
1.6.8 ESTIMATED QUANTITY	11
1.6.9 SUBJECT MATTER	12
1.7 IMAGE FILE INDEXING	13
1.7.1 BUILDING PLANS.....	14
1.7.2 STUDENT RECORDS.....	14
1.7.3 PLANNING AND ZONING FILES	14
1.7.4 ENVIRONMENTAL SERVICES / ENGINEERING DIVISION	15
1.7.5 PUBLIC SERVICES FILES.....	15
1.7.6 FIRE PREVENTION RECORDS	15
1.8 PROPOSAL REQUIREMENTS	16
1.8.1 Attachment A: Contact Information Form.....	16
1.8.2 Attachment B: Vendor Information Form and a W-9.....	16
1.8.3 Attachment C: Non-Collusive Affidavit.....	17
1.8.4 Attachment D: Sworn Statement on Public Entity Crimes Form	17
1.8.5 Attachment E: Local Vendor Preference Certification.....	17
1.8.6 Attachment F: Veteran Owned Small Business Preference Certification	17
1.8.7 Attachment G: Equal Benefits Certification Form	17
1.8.8 Attachment H: Proposer's Completed Qualification Statement	17



1.8.9	Attachment K: References Form and Supporting Information.....	17
1.9	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	18
1.10	TENTATIVE SCHEDULE OF EVENTS	18
1.10.1	NON-MANDATORY PRE-BID MEETING / SITE VISIT	18
1.11	SUBMISSION REQUIREMENTS	18
SECTION 2 - INSURANCE REQUIREMENTS		20
2.1	REQUIRED INSURANCE	21
2.2	REQUIRED ENDORSEMENTS	23
SECTION 3 - GENERAL TERMS & CONDITIONS.....		24
3.1	EXAMINATION OF CONTRACT DOCUMENTS.....	24
3.2	CONFLICT OF INSTRUCTIONS	24
3.3	ADDENDA or ADDENDUM	24
3.4	INTERPRETATIONS AND QUESTIONS	24
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	24
3.6	WARRANTIES FOR USAGE	25
3.7	BRAND NAMES.....	25
3.8	QUALITY	25
3.9	SAMPLES.....	25
3.10	DEVELOPMENT COSTS.....	25
3.11	PRICING.....	25
3.12	DELIVERY POINT	25
3.13	TAX EXEMPT STATUS	25
3.14	CONTRACT TIME	25
3.15	COPYRIGHT OR PATENT RIGHTS	26
3.16	PUBLIC ENTITY CRIMES	26
3.17	CONFLICT OF INTEREST	26
3.18	FACILITIES	26
3.19	ENVIRONMENTAL REGULATIONS	26
3.20	SIGNATURE REQUIRED.....	27
3.21	MANUFACTURER'S CERTIFICATION.....	27
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	27
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	27
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	28
3.25	BID PROTEST	28



3.26	INDEMNIFICATION.....	28
3.27	DEFAULT PROVISION.....	28
3.28	ACCEPTANCE OF MATERIAL.....	29
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	29

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Vendor Information Form and a W-9
- Attachment C: Non-Collusive Affidavit
- Attachment D: Sworn Statement on Public Entity Crimes Form
- Attachment E: Local Vendor Preference Certification
- Attachment F: Veteran Owned Small Business Preference Certification
- Attachment G: Equal Benefits Certification Form
- Attachment H: Proposer's Completed Qualification Statement
- Attachment I: Sample Insurance Certificate
- Attachment J: Specimen Contract/Agreement
- Attachment K: 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:

RFP # AD-15-03 Back Scanning and Media Conversion Project

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, August 23, 2016. 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, 3rd Floor Conference Room located at 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines, hereinafter referred to as the City, is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide services for document scanning and media conversion for the Office of the City Clerk Records Custodian, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.3 ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm(s) shall have: the processing facility (processing facility is defined as the facility where the City records will be Scanned, Indexed and Media Converted) within the State of Florida, 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. All work shall be processed within the State of Florida. The City will reserve the right to allow the Contractor to send the City's documents outside the State of Florida to process the work temporarily. **This will only be done with the prior approval of the City.**

To be eligible to respond to this RFP, the proposing firm(s) shall demonstrate that they have successfully performed and delivered accurate and acceptable data and images - similar in size and complexity to the City. (Size is defined as to the number of images scanned and media converted as defined in this RFP. Complexity is defined as not only the wide range of services requested by the City of Pembroke Pines in this RFP, but also to be able to provide these services in an accurate, professional, and efficient manner).

Contractors must submit a minimum of three (3) current client references for which these services have been performed within the past three (3) years.

The City reserves the right to request live demonstration(s) of proposed services to be performed, and inspect Contractor's facility in making a determination of his/her ability and capacity to perform the requirements of the RFP.

1.4 PROJECT OVERVIEW

It is the intent of the City to award the contract to the most responsible and responsive Contractor responding to the RFP; therefore, each Contractor must submit pricing on all services described in this RFP. In the near future the City will be converting to OnBase Enterprise Content Management (ECM) system to store long term documents. The City would like to begin digitizing a backlog of its documents from various departments to permanently store and efficiently retrieve its records.

The purpose of this Request for Proposal is to identify a single qualified Contractor and to enter into a contract for:

- A. Document Imaging\Scanning Services** - will include scanning and specific indexing of the City's various departmental record types in their entirety. The City's documents to be scanned range from index card size up to 11"x17", as well as large format E size drawings. The large size drawings and the standard size documents must be imaged at a minimum of 300 dots per inch to be seamlessly included into the City's document management and imaging system.
- B. Media Conversion Services** - sizes of microfiche and microfilm to be digitally converted include both 16mm and 35mm rolled film, 16 mm and 35 mm microfiche jackets, and 35 mm aperture cards.
- C. All documents and media converted** must be provided to the City in TIF format and/or uploaded to the Onbase/Hyland document management/imaging system.



- D. Scanned files must be returned to the City with an index file (preferably in the form of a .CSV file), adequate for OnBase Document Management ingestion.

1.5 PROJECT OBJECTIVES

The objective for these services is to:

- A. Provide document scanning and media conversion for the long term records retention.
- B. Provide quicker and easier records retrieval for various City departments and citizens.
- C. Eliminate the cost associated with the storage and maintenance of the original "hard copy" media.

1.6 SCOPE OF SERVICES

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, and otherwise make the documents ready for processing.

The Contractor will provide Optical Character Recognition (OCR) services. This process shall provide an accurate conversion of image data into a searchable .TIF format.

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 (preferably in the form of a .CSV file), adequate for OnBase Document Management ingestion.

- A. 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.
- B. The City and the awarded Contractor will mutually develop a procedure to do this project on site and/or off site.
- C. 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 location.



1.6.1 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. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The Contractor will be fined up to \$50 for a records box that is lost, stolen or damaged. Also, for media conversions purposes, the Contractor will be liable up to \$500 per roll of microfilm and/or \$100 per piece of microfiche for any lost, stolen and/or damaged original while in the Contractor's possession. 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. Also, no unauthorized reproduction or duplication of any media produced by the Contractor is permissible.

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. After scanning/media conversion services have been completed on a pickup from the City, the Contractor will 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.

- c. **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 pick-up 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.

- d. **Transportation of City Documents:** All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.
- e. **Hard Copy Storage:** The Contractor will maintain the City's hard copy documents in a secure archival environment for a period of not less than 120 days.

1.6.2 QUALITY, PRODUCTION AND PRICING REQUIREMENTS

- a. The Contractor will sight verify 100% of the resulting output for clarity and faithful reproduction. 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. The Contractor will also be required to perform a final quality control step that compares the final output to the manifest the City provides to ensure that every document has been digitized and indexed.
- b. All data must be preserved in a form identical to, or functionally equal to, the original record.



- c. Scanned images shall be placed on a DVD, external hard drive with an index file in the form of a .CSV file for Onbase software ingestion, or other appropriate approved media for delivery to the City.
- d. Each scanned image shall have a unique file name specified by the City.
- e. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
- f. The Contractor shall use 300 dpi or higher for all documents to meet the quality requirements.
- g. The Contractor shall not scan blank documents.
- h. The Contractor shall perform a consistency check on the images. This shall include image clarity, orientation, and accuracy.
- i. The Contractor shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer).
- j. Report and discuss any problem images that cannot be captured to meet benchmark specifications.
- k. Inspect film intermediates for quality and consistency.
- l. Post process digital images (cropping, deskewing, despeckling, image rotation).
- m. A document may consist of one or many pages. If the document has more than one page this document must be scanned as a multi-page document.
- n. The Contractor's invoices shall be detailed, and denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

1.6.3 LARGE FORMAT DRAWINGS

- a. All images must be correctly oriented when opened with no rotation.
- b. Images must be aligned properly within the image environment.
- c. 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.
- d. 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%.



1.6.4 OUTPUT DOCUMENTS

STANDARD Record (master) copies of digital images must be in accordance with:

- a. The TIF 6.0 specification (June 3, 1992) (per Chapter 1b-26) FS and most recent revision if applicable. For large format drawings TIF Bitmap with Group 4 Compression should be used at 300 dpi.
- b. All Images must adhere to Chapter 1B-26, Florida Administrative Code RECORDS MANAGEMENT STANDARDS AND REQUIREMENTS for Electronic Recordkeeping

1.6.5 RECORD ACCESSIBILITY

The City will require designated City Staff to have access to original City documents supplied to the Contractor for Scanning and/or Media Conversion services in the event a document is needed. The Contractor will provide the ability to locate and return to the City any original document that is in the possession of the Contractor within one business day, from the time of request, by an authorized department agent. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor site to either complete the scanning or conversion process.

1.6.6 RECORDS DESTRUCTION

Once the City receives, from the Contractor, its scanned images and indexed files and has checked both for clarity and accuracy, the City Clerk or his/her designee will normally require the Contractor to return the documents to the City for disposition.

1.6.7 SOURCE DOCUMENTS

Description of materials to be converted:

- a. Drawings that are primarily E size (Anticipated largest is 36" x 43")
- b. Letter size documents
- c. Legal size documents
- d. Ledger size 11' x 17"
- e. Unusual size documents
- f. Microfiche and/or Microfilm
- g. Pictures (jpeg, bitmaps, etc.)

1.6.8 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:



- a. Administration will require scanning services for 100 bins of rolled plans containing 250,000 standard size documents and 70,000 E size documents. Administration also has 110,000 documents contained in 50 letter/legal sized boxes. The various documents range from standard sized up to 11" by 17".
- b. In addition to the scanning services, Administration will require media conversion from Microfilm to electronic TIF format. The office has 592 rolls of microfilm with 16 and 35mm images, and 445,000 microfiche jackets/aperture cards of building and zoning information containing 16 and 35mm images. Some of these images contain 3 images scanned as one; each of these images will be required to be scanned as three separate images.
- c. The Public Services Department has approximately 500,000 standard size documents and 230,000 E size documents.
- d. The Fire Department has approximately 7,500 standard size documents and 2,500 E size documents.
- e. The Planning Department has approximately 34,000 standard size documents and 11,000 E size documents.
- f. Documents deemed "sensitive" by the City will be scanned on-site at a City facility. These records include student records containing an approximate total of 640,000 standard size documents.

1.6.9 SUBJECT MATTER

- a. City's Archival documents may include but are not limited to the following:
 1. Minutes
 2. Agendas
 3. Agreements/Contracts
 4. Bonds
 5. Easements
 6. Deeds
 7. Student Records
 8. HR/Employee Records
 9. Certificate of Occupancy
 10. Building Permit(s)
 11. Electrical Permit(s)
 12. Plumbing Permits(s)
 13. Mechanical/Air Conditioning(s)
 14. Check Sheets
 15. Survey



16. Plans (Drawings)
17. Building Plans
18. Electrical Plans
19. Plumbing Plans
20. Mechanical/Air Conditioning Plans
21. Landscaping Plans
22. Inspection Slip(s)
23. Correspondence
24. Board of Adjustment
25. Lien(s)
26. Notice of Violation(s)
27. Miscellaneous Documents

a. Public Service's documents may include but are not limited to the following:

1. Engineering Drawings
2. Water/Sewer As-Built plans
3. Lift Station Calculations
4. Elevation Certificates
5. DRC Review Forms

b. Fire Department documents may include but are not limited to the following:

1. DRC drawings
2. Building Inspection Forms
3. Occupancy Inspections Forms

c. Planning Department documents may include but are not limited to the following:

1. Site Plan applications and drawings
2. Sign Plan applications and drawings
3. Zoning Variances
4. Plats
5. Development Orders

Documents deemed sensitive by the City will require different parameters in the handling of said documents, i.e. Student Records, HR/Employee records.

1.7 IMAGE FILE INDEXING



The Contractor shall provide the electronic file with the .TIF Format images and metadata to the City Clerk Department Records Custodian. The Contractor will be required to indicate how many records are contained in the file for verification purposes. The Contractor will be responsible for correcting all errors at no additional cost to the City.

The Scanned Images index/metadata for the microfilm should be set up as follows:

Document Level Indexes:

- a. Title – up to 49 characters (alphanumeric)
- b. Job Number – 8 characters (numeric)
- c. Permit Number – 8 characters (numeric)
- d. Address – up to 49 characters (alphanumeric)
- e. i.e., 10100 PINES BV, 48412340, 22904321, 10100 PINES BV

The format is an example only, prior to any work, format/data fields will be provided.

1.7.1 BUILDING PLANS

The Scanned Images index/metadata for building plans and associated documents should be set up as follows:

Document Level Indexes:

- a. Title – up to 49 characters (alphanumeric)
- b. Job Number – 8 characters (numeric)
- c. Permit Number - 8 characters (numeric)
- d. Address – up to 49 characters (alphanumeric)
- e. i.e. - 10100 PINES BV, 48412340, 22904321, 10100 PINES BV

1.7.2 STUDENT RECORDS

The Scanned Images index/metadata for the Student Records should be set up as follows:

Document Level Indexes:

- a. Student Last Name – up to 30 characters (alphanumeric)
- b. Student First Name – up to 30 characters (alphanumeric)
- c. Student Middle Initial – 1 character (alphanumeric)
- d. Student ID Number – up to 10 characters (alphanumeric)
- e. Date of Birth – 10 characters – (format ##/##/####)
- f. i.e. – DOE JUSTIN R, 987654321, 01/01/2000

1.7.3 PLANNING AND ZONING FILES

The Scanned Images index/metadata for the Planning and Zoning Files should be set up as follows:



Document Level Indexes:

- a. Planning Application Number – up to 14 characters (alphanumeric)
- b. Project Name – up to 49 characters (alphanumeric)
- c. Address – up to 49 characters (alphanumeric)
- d. Planner – up to 30 characters (alphanumeric)
- e. Year – 4 characters (numeric)
- f. Applicant – up to 30 characters (alphanumeric)
- g. Formerly Known As – up to 49 characters (alphanumeric)
- h. Also Known As – up to 49 characters (alphanumeric)
- i. i.e. – SP 2017-01, CITY CENTER, 10100 PINES BV, JOE SMITH, 2017, SALLY DOE, fka CITY HALL, aka CITY PLACE

1.7.4 ENVIRONMENTAL SERVICES / ENGINEERING DIVISION

The Scanned Images index/metadata for the Environmental Services / Engineering Division should be set up as follows:

Document Level Indexes:

- a. Project Name - up to 49 characters (alphanumeric)
- b. Address – up to 30 characters (alphanumeric)
- c. Owner – up to 30 characters (alphanumeric)
- d. Engineer – up to 30 characters (alphanumeric)
- e. i.e. – CITY CENTER DRAINAGE, 10100 PINES BV, CITY OF PEMBROKE PINES, SALLY SMITH

1.7.5 PUBLIC SERVICES FILES

The Scanned Images index/metadata for the Public Services Files should be set up as follows:

Document Level Indexes:

- a. Project Name - up to 49 characters (alphanumeric)
- b. Address – up to 30 characters (alphanumeric)
- c. Owner – up to 30 characters (alphanumeric)
- d. i.e. – BUILDING 66 ASPHALT PARKING LOT, 1234 JUNIPER ROAD, CALVIN SMITH

1.7.6 FIRE PREVENTION RECORDS

The Scanned Images index/metadata for the Fire Prevention Records should be set up as follows:



Document Level Indexes:

- a. Building / Business name – up to 49 characters (alphanumeric)
- b. Building Number – up to 10 characters (alphanumeric)
- c. Address – up to 49 characters (alphanumeric)
- d. Complex Number – up to 9 characters (alphanumeric)
- e. Occupancy Number – up to 10 characters (alphanumeric)
- f. i.e. – CITY GENERATOR ROOM, C1234-9, 10100 PINES BV, C1234, C3223

1.8 PROPOSAL REQUIREMENTS

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

1.8.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the Contractor 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. The Contractor must provide their pricing through the designated lines items listed on the BidSync website. **All pricing must include pickup and delivery charges**
- b. Please note Contractors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.8.2 Attachment B: Vendor Information Form and a W-9



- a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor. Please make sure to complete the forms, sign, scan and submit as part of your package.

1.8.3 Attachment C: Non-Collusive Affidavit

1.8.4 Attachment D: Sworn Statement on Public Entity Crimes Form

1.8.5 Attachment E: Local Vendor Preference Certification

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

1.8.6 Attachment F: Veteran Owned Small Business Preference Certification

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

1.8.7 Attachment G: Equal Benefits Certification Form

1.8.8 Attachment H: Proposer's Completed Qualification Statement

1.8.9 Attachment K: References Form and Supporting Information

- a. Complete **Attachment K: References Form**, providing specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (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. Details should include the following:

- b. List of ongoing contracts/projects with their current status and projected termination dates

1.9 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.

1.10 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	July 12, 2016
Non-Mandatory Pre-Bid Meeting/Site Visit	3:00 p.m. on August 4, 2016
Question Due Date	August 9, 2016
Anticipated Date of Issuance for the Addenda with Questions and Answers	August 11, 2016
Proposals will be accepted until	2:00 p.m. on August 23, 2016
Proposals will be opened at	2:30 p.m. on August 23, 2016
Recommendation of Contractor to City Commission award	TBD

1.10.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT

There will be a non-mandatory scheduled pre-bid meeting on **August 4, 2016 at 3:00 p.m.** Meeting location will be the in the City Clerk's Office on the 5th Floor of the City Hall Building located at 10100 Pines Boulevard, Pembroke Pines, Florida 33027.

The purpose of the Pre-Bid Meeting / Site Visit will be to discuss any concerns that the City and the proposers may have in regards to this project along showing the proposers various file rooms and document types that the City currently has the will be part of the scope of work so that proposers can get a clear understanding of what the City's goals.

1.11 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on August 23, 2016**.



Please note Contractors 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 Contractor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the Contractor 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 Contractors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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

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



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

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

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

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



2.1 REQUIRED INSURANCE

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

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

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

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

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

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

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

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

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



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

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

D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

E. ENVIRONMENTAL/POLLUTION LIABILITY shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

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

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

H. BUILDER'S RISK INSURANCE shall be "All Risk" for one hundred percent (100%) of the completed value of the project 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.

I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

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



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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

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

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

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



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

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

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



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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

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

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

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

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

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

3.27 DEFAULT PROVISION

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



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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “**RFP # AD-15-03**” dated **July 12, 2016** titled “**Back Scanning and Media Conversion Project**” 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

To be eligible to respond to this RFP, the proposing firm(s) shall have the processing facility within State of Florida and have a minimum of five years' 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.

Does your firm meet his requirement?

Yes _____

Do all prices include pickup and delivery charges?

Yes _____

Did you also submit an itemized per unit price list for any additional cost above and beyond the initial scope of work?

Yes _____

**C) Proposal Form****Note - All pricing below must include pickup and delivery charges:**

Administration				
#	Item	Est. Qty.	Unit Price Off-Site	Unit Price On-Site
1	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	360,000		
2	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	70,000		
3	Unit cost/per scanned image, of 35mm/16mm rolled microfilm. 592 rolls of microfilm required to be converted to electronic format with approximately 500 images per roll. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	296,000		
4	Unit cost/per scanned image of 35 mm/16mm microfilm jackets. Estimated 22250 microfilm jackets and/or aperture cards containing both 35mm and 16mm images. Approximately 20 images per jacket. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	445,000		
5	Unit cost/per scanned image, of Student Record files. Estimated 5500 student files containing an average of 80 pages each. Includes prepping and indexing. Cost for this line item is for scanning documents at Contractor's facilities.	440,000		
Public Services Department				
6	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	599,720		
7	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	230,325		
Fire Department				
8	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	10,000		
9	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	2,500		
Planning Department				
10	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	33,750		
11	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	11,250		

Proposers shall also submit an itemized, per unit, price list for any additional cost above and beyond the initial scope of work, including separate prices for scanning specific page sizes in color or black and white, separate prices for OCR documents, separate prices for additional fields for indexing, etc. These additional services may be used for additional Departments that require back scanning services or for additional requirements that are not covered under the current scope of work.



(OFFICE USE ONLY) Vendor number:

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

Vendor Information Form

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

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

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

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	
or										
Employer identification number										
<input type="text"/>	<input type="text"/>	-	<input type="text"/>							

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►
----------------------	-------------------------------

Date ►

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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

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



NON-COLLUSIVE AFFIDAVIT

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

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

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

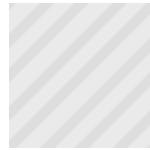
Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid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

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

Printed Name/Signature

Title

Name of Company



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

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

2. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .

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

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

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to

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

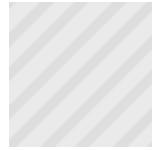
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**Please indicate which statement applies.**)

- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND** (**Please indicate which additional statement applies.**)
 - B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (**Please attach a copy of the final order.**)
 - B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (**Please attach a copy of the final order.**)
 - B3) The person or affiliate has not been placed on the convicted vendor list. (**Please describe any action taken by or pending with the Department of General Services.**)

Bidder's Name/Signature

Company

Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

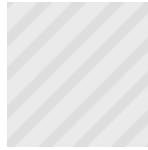
Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for

Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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

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

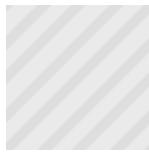
Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

contractors' qualifications.

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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

spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

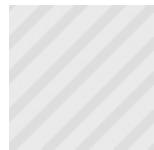
The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box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

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

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

COMPANY NAME:

AUTHORIZED OFFICER NAME / SIGNATURE:



PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

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

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

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

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

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

The business is a: Sole Proprietorship Partnership Corporation

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

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

At what address was that business located?

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

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

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

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

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

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

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

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

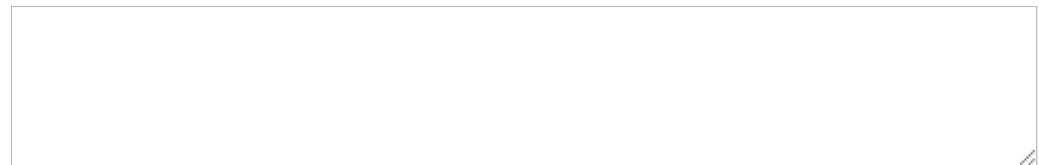
List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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

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

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

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



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



(Company Name)



(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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**Companies providing coverage****COVERS**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Must Include General Liability			MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	policy <input type="checkbox"/> project <input type="checkbox"/> loc					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
SCHEDULED AUTOS						
HIRED AUTOS						
NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
	EXCESS LIABILITY				AUTO ONLY: AGG	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
	DEDUCTIBLE				AGGREGATE	\$
	RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
	E.L. EACH ACCIDENT					
	E.L. DISEASE - EA EMPLOYEE					
	E.L. DISEASE - POLICY LIMIT					
OTHER						

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines FL 33026		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE MAIL 30 DAYS WRITTEN LEFT.
City Must Be Named as Certificate Holder		AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME], a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

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 **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[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 **[BRIEF EXPLANATION OF PROJECT]**, 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, **[BID 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 **[DESCRIPTION OF PROJECT]**, 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 two (2) year period commencing on _____ and ending on _____.

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

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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 LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED **[WRITTEN AMOUNT]** DOLLARS (\$**[NUMERICAL AMOUNT]**), which includes an owner's contingency fee of **[WRITTEN AMOUNT]** DOLLARS (\$**[NUMERICAL AMOUNT]**), 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 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 Public Services Director or his or her assignees.

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

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 **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or 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 §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
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
10100 PINES BOULEVARD, 5th 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 10100 Pines Boulevard Pembroke Pines, Florida 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
------	--

Copy To: Samuel S. Goren, City Attorney
Goren, Chero, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200



Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

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 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.

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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



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

ATTEST:

CITY

MARLENE D. GRAHAM,
CITY CLERK

BY: _____

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

Print Name

BY: _____
Print Name: _____
Title: _____

Print Name

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

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

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Telephone: Fax:

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Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

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The results/deliverables of the project:

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Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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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 and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



[Vendor view of bid](#)

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

Bid #AD-15-03 - Back Scanning And Media Conversion Project

Time Left	Bid has ended.	Notifications	Report (Bidder Activity)
Bid Started	Jul 12, 2016 4:04:34 PM EDT	# of suppliers that viewed	154 (View)
Bid Ended	This bid closed on Sep 27, 2016 2:00:00 PM EDT	Q & A	Questions & Answers Questions: 41 Q&A Deadline: Aug 30, 2016 8:30:00 PM EDT
Agency Information	City of Pembroke Pines, FL (view agency's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	Aug 4, 2016 3:00:00 PM EDT Attendance is optional Location: Pembroke Pines City Hall Building 5th Floor, City Clerk's Office 10100 Pines Boulevard, Pembroke Pines, Florida 33027.		
	The purpose of the Pre-Bid Meeting / Site Visit will be to discuss any concerns that the City and the proposers may have in regards to this project along showing the proposers various file rooms and document types that the City currently has the will be part of the scope of work so that proposers can get a clear understanding of what the City's goals. Transcript Attendance		
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	1 year
Contract Renewal	1 annual renewal
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, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

[Bid Comments](#)

The City of Pembroke Pines, hereinafter referred to as the City, is seeking proposals from qualified firms, hereinafter referred to as [Product Feedback](#)

provide services for document scanning and media conversion for the Office of the City Clerk Records Custodian, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Documents

Select All | Select None | Download Selected

- 1.  [AD-15-03 Back Scanning and Media Conversion.pdf](#) [\[download\]](#)
- 3.  [Attachment B - Vendor Information Form and a W-9.pdf](#) [\[download\]](#)
- 5.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [\[download\]](#)
- 7.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [\[download\]](#)
- 9.  [Attachment H - Proposers Qualifications Statement](#) [\[download\]](#)
- 11.  [Attachment I - Specimen Contract Contractual Services Rev. 2016-03-15.pdf](#) [\[download\]](#)
- 13.  [AD-15-03 - Non-Mandatory Pre-Bid Attendance Sheet - 08.04.2016.pdf](#) [\[download\]](#)
- 15.  [AD-15-03 - Addendum 2.pdf](#) [\[download\]](#)

- 2.  [Attachment A - Contact Information Form.pdf](#) [\[download\]](#)
- 4.  [Attachment C - Non-Collusive Affidavit](#) [\[download\]](#)
- 6.  [Attachment E - Local Vendor Preference Certification](#) [\[download\]](#)
- 8.  [Attachment G - Equal Benefits Certification Form](#) [\[download\]](#)
- 10.  [Attachment I - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- 12.  [Attachment K - References Form](#) [\[download\]](#)
- 14.  [AD-15-03 - Addendum 1.pdf](#) [\[download\]](#)

 = Included in Bid Packet

 = Excluded from Bid Packet

Items

Item	Title	Offers
AD-15-03-01-01	Upload Attachment A - Contact Information Form Here	Y Info
AD-15-03-01-02	Upload your itemized, per unit, price list for any additional cost here	Y Info
AD-15-03-01-03	Upload completed Attachment B "Vendor Information Form and a W-9" Here	Y Info
AD-15-03-01-04	Upload all items requested in Section 1.8 as listed in Addendum # 1 & 2	Y Info
AD-15-03-01-05	Upload any additional information	Y Info

Addendum #1 - Made On Aug 8, 2016 10:43:10 AM EDT

New Documents AD-15-03 - Non-Mandatory Pre-Bid Attendance Sheet - 08.04.2016.pdf

Addendum #2 - Made On Aug 22, 2016 5:25:43 PM EDT

Previous End Date	Aug 23, 2016 2:00:00 PM EDT	New End Date	Sep 13, 2016 2:00:00 PM EDT
Previous Q & A End Date	Aug 9, 2016 8:30:00 PM EDT	New Q & A End Date	Aug 30, 2016 8:30:00 PM EDT

Addendum #3 - Made On Sep 8, 2016 6:54:44 PM EDT

New Documents	AD-15-03 - Addendum 2.pdf		
Previous End Date	Sep 13, 2016 2:00:00 PM EDT	New End Date	Sep 27, 2016 2:00:00 PM EDT
Added Items	• Upload all items requested in Section 1.8 as listed in Addendum # 1 & 2		
Removed Items	• Upload list of ongoing contracts/projects		

Change Made On Aug 23, 2016 3:55:06 PM EDT

New Documents AD-15-03 - Addendum 1.pdf

[Product Feedback](#)

There are no advertisements on this solicitation.

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

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City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Angelo Castillo, Commissioner
Iris A. Siple, Commissioner

August 23, 2016

RFP # AD-15-03

Addendum # 1
City of Pembroke Pines
RFP # AD-15-03
Back Scanning and Media Conversion Project

REVISION OF SECTION 1.8 & 1.9 OF THE RFP

Please note that Section 1.8 PROPOSAL REQUIREMENTS and Section 1.9 EVALUATION OF PROPOSALS & PROCESS OF SELECTION or the RFP shall be replaced with the following:

1.8 PROPOSAL REQUIREMENTS

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

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

Title Page:

List the following:

Subject: **RFP # AD-15-03 "Back Scanning and Media Conversion Project"**

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

Tab 1 - Table of Contents:

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

Tab 2 - Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
 - c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 3 - Experience and Ability**)
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 - Experience and Ability (30 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in scope and complexity.

1. Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (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. Details should include the following:
 - i. Attachment K: References Form
 - ii. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills
2. Describe the specialized experience of the firm or persons with respect to working on:
 - i. On-Site Back Scanning & Media Conversion
 - ii. Off-Site Back Scanning & Media Conversion.
 - iii. Back Scanning of Student Records

- iv. Back Scanning of Employee Records
- v. Back Scanning of Government Documents
- vi. Back Scanning of Large Format Documents (Building Plans, etc.)
- vii. Media Conversion of microfiche and microfilm.
- viii. Any other relevant items.
- 3. The firm or persons must provide information on their proximity to and familiarity with the area in which the project is located.
- 4. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
- 5. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
- 6. Resumés should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
- 7. Explain the ability and experience of the field staff with specific attention to project related experience.
- 8. List of ongoing contracts/projects with their current status and projected termination dates.

Tab 4 - Firm's Understanding and Approach to the Work (30 points):

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

- 1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
- 2. Please clearly describe all aspects of the project proposed.
- 3. Include details of your approach and work plans, including
 - i. On-Site Back Scanning & Media Conversion
 - ii. Off-Site Back Scanning & Media Conversion, including method of transporting documents to and from the site.
 - iii. Back Scanning of Student Records
 - iv. Back Scanning of Employee Records
 - v. Back Scanning of Government Documents
 - vi. Back Scanning of Large Format Documents (Building Plans, etc.)
 - vii. Media Conversion of microfiche and microfilm.
 - viii. Any other relevant items.
- 4. Identify any issues or concerns of significance that may be appropriate.
- 5. Estimated project timeline and assumptions.
- 6. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 5 – Project Cost (35 points):

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. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
 - c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
 - d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
 - e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. Along with the fee for services stated in Attachment A, Proposers shall also submit an itemized, per unit, price list for any additional cost above and beyond the initial scope of work, including separate prices for scanning specific page sizes in color or black and white, separate prices for OCR documents, separate prices for additional fields for indexing, etc.
 - a. These additional services may be used for additional Departments that require back scanning services or for additional requirements that are not covered under the current scope of work.

Tab 6 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
 - a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
 - b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
 - c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.
5. Attachment F: Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.
- 6. Attachment G: Equal Benefits Certification Form
- 7. Attachment H: Proposer’s Completed Qualification Statement

Tab 7 - Business Structure, Licenses and Professional Registration Certificates:

- 1. Copies of city, county, and state professional licenses and business tax receipts.
- 2. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.
- 3. A reproduction of the firm’s current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services (architecture, engineering, general contractor or other certification required).
- 4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

Tab 8 - Additional Information:

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

1.9 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

Criteria	Points
Experience and Ability	30 points
Firm’s Understanding and Approach to the Work	30 points
Project Cost	35 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

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

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

All other vendors shall receive zero (0) points.

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

** Please note that nothing contained in this section shall limit the evaluation committee from making other legally allowable motions, decisions, recommendations, etc. This shall include, but not be limited to, the ability to deem proposers as non-responsive, short-list proposers, post-pone meetings so that they can re-convene at a later time, request presentations from proposers at a future evaluation committee meeting, etc.*

Mark Gomes
Purchasing Manager
City of Pembroke Pines



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Angelo Castillo, Commissioner
Iris A. Siple, Commissioner

September 8, 2016

RFP # AD-15-03

Addendum # 2
City of Pembroke Pines
RFP # AD-15-03
Back Scanning and Media Conversion Project

ADDITIONAL INFORMATION

This amendment contains:

- The removal of OCR Requirements
- A revision of Tab 4 of Section 1.8 listed in the First Amendment
- The addition of Section 4 “Special Terms & Conditions

REMOVAL OF OCR REQUIREMENTS

Section 1.6 stated “The Contractor will provide Optical Character Recognition (OCR) services. This process shall provide an accurate conversion of image data into a searchable .TIF format.” Please disregard this language as the vendor will no longer be required to provide OCR services.

REVISION OF TAB 4 OF SECTION 1.8 LISTED IN THE FIRST AMENDMENT

Please see revision, in blue text, to Tab 4 which was listed in the First Amendment to the RFP:

Tab 4 - Firm's Understanding and Approach to the Work (30 points):

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

1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans, including
 - i. On-Site Back Scanning & Media Conversion

- ii. Off-Site Back Scanning & Media Conversion, including method of transporting documents to and from the site.
- iii. Back Scanning of Student Records
- iv. Back Scanning of Employee Records
- v. Back Scanning of Government Documents
- vi. Back Scanning of Large Format Documents (Building Plans, etc.)
- vii. Media Conversion of microfiche and microfilm.
- viii. Any other relevant items.
4. Identify any issues or concerns of significance that may be appropriate.
5. Estimated project timeline and assumptions.
6. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.
7. Submit information detailing their proposed timeline for this project. The details shall include the capacity that the firm proposes to pick-up along with the frequency of pickups.

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: In the event that the proposal exceeds \$200,000, the proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price. **Note: Contingency is not to be counted in the total amount the proposal security is based on.**

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **BID SECURITY - RFP # AD-15-03 "Back Scanning and Media Conversion Project"** and sent to the:

City of Pembroke Pines,
City Clerk's Office, 5th Floor,
10100 Pines Boulevard,
Pembroke Pines, FL 33026.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the

Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

4.2 PAYMENT AND PERFORMANCE BONDS

Pursuant to the requirements of Section 255.05, Florida Statutes, proposals that exceed \$200,000 shall include a Payment and Performance Bond. Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 110% of the contract price, not including contingency.** The Performance Bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

Mark Gomes
Purchasing Manager
City of Pembroke Pines

[Go to Bid Information](#)[View Printable](#)**Question and Answers for Bid #AD-15-03 - Back Scanning and Media Conversion Project**[Create New Question](#)

Question Deadline: Aug 30, 2016 8:30:00 PM EDT

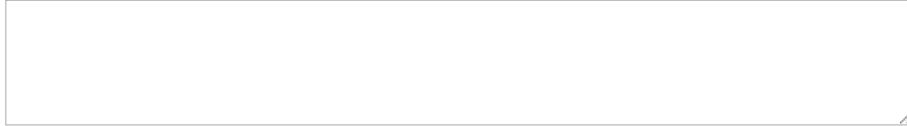
Overall Bid Questions**Question 1**

Similar projects with other Cities allowed for vendors to scan the documents onsite. Vendor provides high speed equipment, computers, staff and project is done in the City facility. Is this an option? **(Submitted: Jul 14, 2016 11:11:01 AM EDT)**

[edit](#) **Answer**

- Yes, Attachment A provides a section for the proposer to include pricing for the Off-Site and/or On-Site work. **(Answered: Aug 18, 2016 11:58:18 AM EDT)**

Add to Answer:

**Question 2**

1. Whether companies from Outside USA can apply for this?
(like,from India or Canada)

2. Whether we need to come over there for meetings?

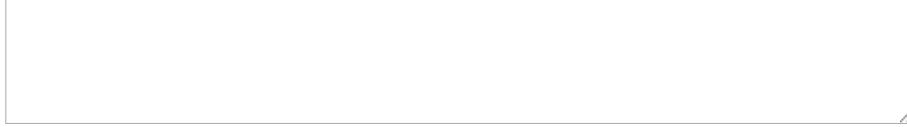
3. Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)

4. Can we submit the proposals via email????? **(Submitted: Jul 15, 2016 6:02:11 AM EDT)**

[edit](#) **Answer**

- 1. Yes. This is an option the City may consider.
- 2. Yes, some meetings may require visits.
- 3. Some tasks can be accomplished remotely.
- 4. No, all responses must be submitted through the BidSync website as outlined in the bid package. **(Answered: Aug 18, 2016 11:58:18 AM EDT)**

Add to Answer:

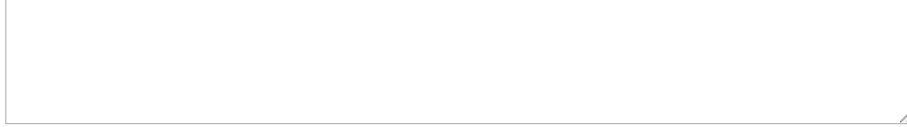
**Question 3**

Considering the sensitivity of the documents, has your entity considered purchasing a piece of equipment (36" x 50" Flatbed Scanner) that can accommodate all of your originals to handle this job within house? This would not only be a cheaper alternative to servicing it out, but would also ensure the safety of your irreplaceable originals. **(Submitted: Jul 18, 2016 4:23:45 PM EDT)**

[edit](#) **Answer**

- Yes, however this project would not only require equipment, it would also require additional staffing to complete the project in a timely manner.
(Answered: Aug 18, 2016 11:58:18 AM EDT)

Add to Answer:

[Product Feedback](#)

Question 4

Is there a time restraint on scanning these documents especially microfiche? (Submitted: Jul 28, 2016 4:15:01 PM EDT)

Answer[edit](#) 

- Up to 3-4 week turnaround for large format and microfiche. (Answered: Aug 18, 2016 1:54:00 PM EDT)
- Please see Addendum # 2. (Answered: Sep 8, 2016 6:33:47 PM EDT)

Add to Answer:

Question 5

On Page 11 under section 1.6 it reads Contractor will provide OCR services. My question is on which documents? (Submitted: Aug 2, 2016 10:49:23 AM EDT)

Answer[edit](#) 

- All documents except building plans. (Answered: Aug 18, 2016 1:54:00 PM EDT)
- Per Addendum # 2. Please disregard this language as the vendor will no longer be required to provide OCR services. (Answered: Sep 8, 2016 6:56:41 PM EDT)

Add to Answer:

Question 6

In Section 1.6.5 under Record Accessibility: Is scanning and emailing document images to the requestor sufficient or does the file(s) have to be physically delivered? (Submitted: Aug 2, 2016 10:54:58 AM EDT)

Answer[edit](#) 

- Yes. On a case by case basis. (Answered: Aug 18, 2016 1:54:00 PM EDT)

Add to Answer:

Question 7

In section 1.6.7, What are unusual size documents? Dimensions? (Submitted: Aug 2, 2016 10:55:47 AM EDT)

Answer[edit](#) 

- From a 2 inch post-it note size to large over-sized format building plans (Answered: Aug 18, 2016 1:54:00 PM EDT)

Add to Answer:

Question 8

In section 1.6.8.a it refers to documents. Do you mean pages? (Submitted: Aug 2, 2016 10:57:32 AM EDT)

Answer[edit](#) 

- Yes, pages. (Answered: Aug 18, 2016 1:54:00 PM EDT)

Add to Answer:

Question 9

In section 1.6.8.b, are the 16mm rolls of film 100 foot or 215 foot? (Submitted: Aug 2, 2016 10:58:31 AM EDT)

[edit](#) **Answer**

- Based on number of images per roll (average 450 images per roll) (Answered: Aug 18, 2016 1:54:00 PM EDT)

Add to Answer:

**Question 10**

What is the average number of pages per document for each type of document listed in the RFP? (Submitted: Aug 2, 2016 10:59:28 AM EDT)

Answer[edit](#) 

- 88 pages average. (Answered: Aug 18, 2016 1:54:00 PM EDT)

Add to Answer:

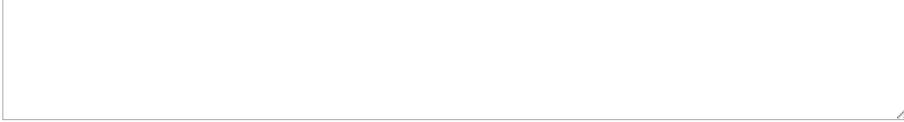
**Question 11**

Will the City pack the boxes for transfer or is the Vendor expected to do that? (Submitted: Aug 2, 2016 12:13:05 PM EDT)

Answer[edit](#) 

- Yes, the city will provide the oversized drawings/plans in bins and the other documents will be provided in boxes. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:

**Question 12**

Will the City do a site inspection prior to the award to verify that the proposed vendor meets the requirements as outlined in the RFP. Such as ample equipment, space, storage, security and staff to preform all aspects of the RFP. Or would the City prefer to create a short list and have the prospects come in for questions and answers and present to the City? (Submitted: Aug 5, 2016 7:48:39 AM EDT)

Answer[edit](#) 

- A short list would be the preferred method, but as stated in Sec. 1.3, ELIGIBILITY, the City reserves the right to request live demonstration(s) of proposed services to be performed, and inspect Contractor's facility in making a determination of his/her ability and capacity to perform the requirements of the RFP. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:

**Question 13**

The Bid require the vendor to preform all pick ups and deliveries in a company owned vehicle. I assume any other carrier would be unacceptable. (Submitted: Aug 5, 2016 7:51:41 AM EDT)

[edit](#) **Answer**

- The City will require that the documents are transported by vehicles operated by the awarded company only. (Answered: Aug 25, 2016 10:04:13 AM EDT)

Add to Answer:

Question 14

References: The City requires the proposed vendor to have at least three references in FLORIDA with like or similar size and scope of work that pertains to this RFP. What weight factor does the City put upon this in choosing the responsive bidder?

I only ask this as a precaution to the City because at the pre bid there were several copy companies who may or may not have ever done a project of this size.

(Submitted: Aug 5, 2016 7:59:32 AM EDT)

[edit](#) 

Answer

- We require references to make sure the company has experience in handling this type of project. (Answered: Aug 18, 2016 2:49:16 PM EDT)
- Please see Addendum # 1. (Answered: Sep 8, 2016 6:33:47 PM EDT)

Add to Answer:



Question 15

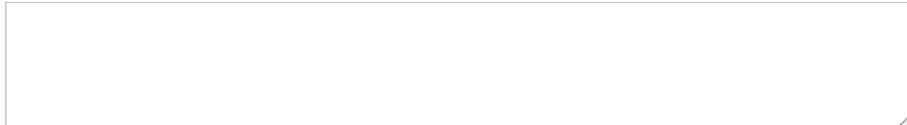
Please confirm Photos are to be scanned in color? (Submitted: Aug 8, 2016 3:12:09 PM EDT)

Answer

[edit](#) 

- Photos should be scanned in color. Florida Digital Action Plan Digital Imaging Best Practices recommends a setting for jpeg spatial resolution (Access) 150-200 ppi 24 bit color; or for TIFF spatial resolution (Master) 400-800 ppi 48 bit color. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:



Question 16

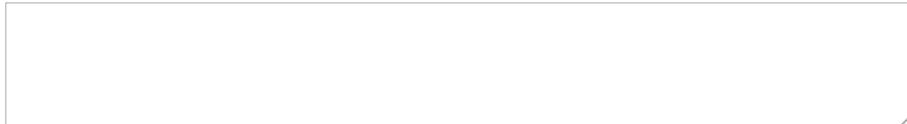
Please confirm the DPI and OCR requirement for large format drawings. (Submitted: Aug 8, 2016 3:13:29 PM EDT)

Answer

[edit](#) 

- 300 DPI is the set minimum standard, even for the large drawings being scanned. No need for vendor to OCR. Vendor to provide TIFF file. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:



Question 17

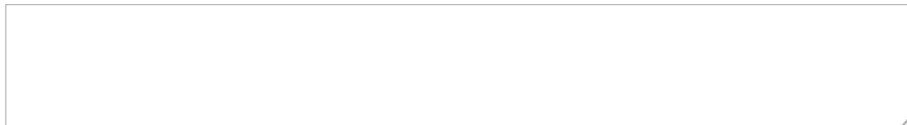
Please confirm the DPI and OCR requirement for all microfilm items. (Submitted: Aug 8, 2016 3:14:18 PM EDT)

Answer

[edit](#) 

- 300 DPI is the set minimum standard. No need for vendor to OCR. Vendor to provide TIFF file. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:



Question 18

Please confirm any file size limit and any volume naming convention. (Submitted: Aug 8, 2016 3:15:10 PM EDT)

Answer

[edit](#) 

- There is no limit. (Answered: Aug 18, 2016 2:49:16 PM EDT)

Add to Answer:

Question 19

Will the Contractor be creating a DIP file or simply providing the Image and Index file(s)? **(Submitted: Aug 8, 2016 3:17:43 PM EDT)**

Answer[edit](#) 

- No, simply providing the image and index files. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 20

Please confirm the anticipated volume of each size, 16 or 35 MM Rolls? **(Submitted: Aug 8, 2016 3:20:26 PM EDT)**

Answer[edit](#) 

- The City will only be proving 35 MM rolled film. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 21

Please confirm the number of anticipated trips or any limits on taking documents away to convert. **(Submitted: Aug 8, 2016 3:21:45 PM EDT)**

Answer[edit](#) 

- To be determined. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**
- Please see Addendum # 2 for additional information. **(Answered: Sep 8, 2016 6:33:47 PM EDT)**

Add to Answer:

Question 22

Please elaborate on the statement "The City requires that not only the work be done in an accurate manner, but also a timely manner." With regard to Timely Manner, does the City have a presumption of hours or days for completion of specific volumes or projects? **(Submitted: Aug 8, 2016 3:28:02 PM EDT)**

Answer[edit](#) 

- Approximation of 3 weeks to do 3-4 bins or large-format documents. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**
- Please disregard previous answer. The City will request for the proposer to submit information detailing their proposed timeline for this project. The details shall include the capacity that the firm proposes to pickup along with the frequency of pickups, including microfiche. Please see Addendum # 2 for additional information. **(Answered: Sep 8, 2016 6:33:47 PM EDT)**

Add to Answer:

Question 23

Are bonded Couriers or FedEx, UPS, or US Postal Service acceptable forms of transport within Florida? **(Submitted: Aug 8, 2016 3:31:21 PM EDT)**

Answer[edit](#) 

- The City will require that the documents are transported by vehicles operated by the awarded company only. **(Answered: Aug 25, 2016 10:04:13 AM EDT)**

[Product Feedback](#)

Add to Answer:

Question 24

What level of detail will the City provide for inventory at pick up? File name, carton number, from and through, etc. ? **(Submitted: Aug 8, 2016 3:33:43 PM EDT)**

Answer[edit](#) 

- We can provide an excel sheet with what is provided in the bins/boxes, and the bins/boxes will be numbered. Also will provide an index cover sheet. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 25

Can the City provide the current contract document for Scanning that is utilized by the current Scanning and or Film vendor(s)? **(Submitted: Aug 8, 2016 3:41:10 PM EDT)**

[edit](#) **Answer**

- The City currently does not have a contract for this service. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 26

Would it be in the best interest of the City to include (if not already required) that the vendor have Cyber and Professional Liability to further safeguard the City and its document against wrongful acts, security breaches and viruses? **(Submitted: Aug 9, 2016 5:50:42 AM EDT)**

Answer[edit](#) 

- As stated in Sec 2.1, REQUIRED INSURANCE (F), CYBER LIABILITY including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 27

Will the city allow for weekly invoicing or what is the cities plan for invoicing? **(Submitted: Aug 9, 2016 10:02:37 AM EDT)**

[edit](#) **Answer**

- Monthly billing. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:

Question 28

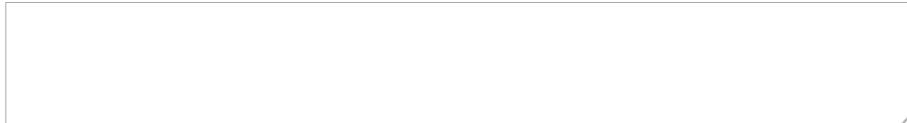
It will be to the best interest of the city that all documents be scanned to a external hard drive and deliver it along with the return documents. This will insure that no documents will be lost or cyber attaches. will this be allowed? **(Submitted: Aug 9, 2016 10:08:39 AM EDT)**

Answer

[edit](#) 

- The City would prefer that all documents be scanned to a external hard drive and deliver it along with the return documents, however the proposer shall specify the method in Tab 4 "Firm's understanding and approach to the work." **(Answered: Aug 25, 2016 9:56:51 AM EDT)**

Add to Answer:



Question 29

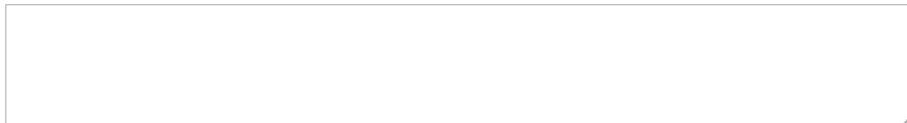
Can all or half of the documents be picked up initially? **(Submitted: Aug 9, 2016 10:55:32 AM EDT)**

Answer

[edit](#) 

- To be determined. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**
- Please see Addendum # 2 for additional information. **(Answered: Sep 8, 2016 6:33:47 PM EDT)**

Add to Answer:



Question 30

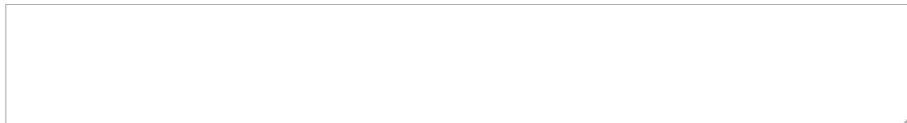
Will the city supply an indexing file, if so can you detail the level of information and provide a sample view? **(Submitted: Aug 9, 2016 10:57:05 AM EDT)**

Answer

[edit](#) 

- The City will provide an excel sheet listing, what files are provided and their index fields which they will in turn copy and paste into their files. **(Answered: Aug 18, 2016 2:49:16 PM EDT)**

Add to Answer:



Question 31

General Question:

"In addition to the scanning services, Administration will require media conversion from Microfilm to electronic TIF format. The office has 592 rolls of microfilm...."

Which departments are film? Which are fiche?

1.7 IMAGE FILE INDEXING

Should the imaging vendor assume that all this information is located within the title stripe? If it is not in the title stripe where would we find it?

1.7.2 STUDENT RECORDS

Should the imaging vendor assume that all this information is located within the title stripe? If it is not in the title stripe where would we find it?

1.7.3 PLANNING AND ZONING FILES

Should the imaging vendor assume that all this information is located within the title stripe? If it is not in the title stripe where would we find it? The image naming schema described does not appear to be captured from title stripe information, this sounds like image data information. Please clarify where the index information will come from for these files.

1.7.4 ENVIRONMENTAL SERVICES / ENGINEERING DIVISION

Where would the imaging vendor locate the index information for these files?

1.7.5 PUBLIC SERVICES FILES

[Product Feedback](#)

Where would the imaging vendor locate the index information for these files?

[edit](#) 

1.7.6 FIRE PREVENTION RECORDS

Where would the imaging vendor locate the index information for these files? **(Submitted: Aug 9, 2016 12:46:03 PM EDT)**

Answer

- Clerk's Office (Building and zoning/planning and zoning information) and possibly planning and zoning.

1.7 On the jackets the indexing would be located on the title strip (top part of the film), and on the cards it would located on the top of the card. (we'll have to do this all manually before sending out) And on the rolled film it would be part of the images within the roll identified with a number placard and then the index fields listed next to it as part of the image.

1.7.2 The City will provide a student record cover sheet with all indexing fields.

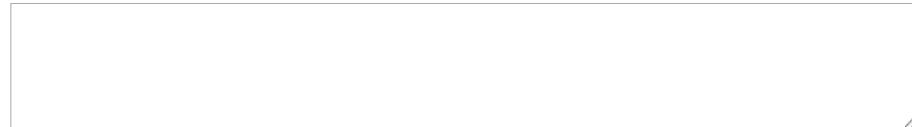
1.7.3 On the jackets the indexing would be located on the title strip (top part of the film). On the Folder files the indexing would be located on the front of the file folder and should be also imaged.

1.7.4 The City Department will provide an Indexing cover sheet.

1.7.5 The City Department will provide an Indexing cover sheet.

1.7.6 The indexing would be located on the "tab" part of the file folder. **(Answered: Aug 18, 2016 4:12:04 PM EDT)**

Add to Answer:



Question 32

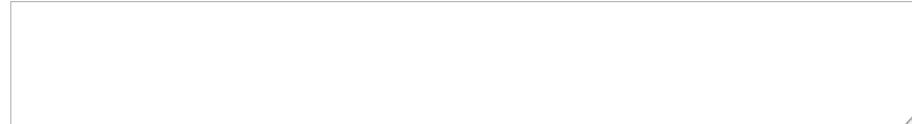
within the RFP the City requires two pickups a week is that correct? **(Submitted: Aug 23, 2016 7:21:35 AM EDT)**

Answer

[edit](#) 

- The City will no longer require two pickups a week, however the City will request for the proposer to submit information detailing their proposed timeline for this project. The details shall include the capacity that the firm proposes to pickup along with the frequency of pickups. Please see Addendum # 2 for additional information. **(Answered: Sep 8, 2016 6:33:47 PM EDT)**

Add to Answer:



Question 33

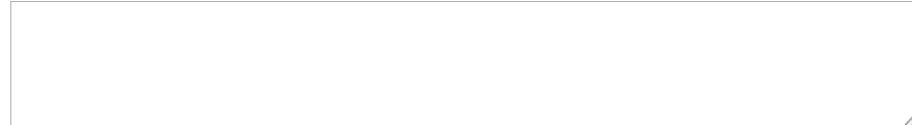
Is a bid bond required for this project? **(Submitted: Aug 24, 2016 8:02:27 AM EDT)**

Answer

[edit](#) 

- Please see Addendum # 2. **(Answered: Sep 8, 2016 6:33:47 PM EDT)**

Add to Answer:



Question 34

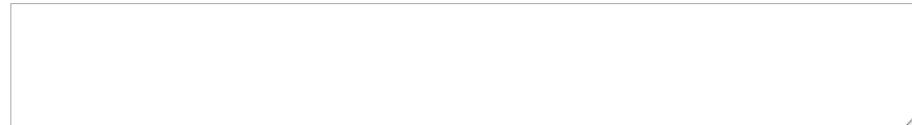
How many (or what percentage) of the 445,000 jackets/aperture cards are jackets? How many are aperture cards? **(Submitted: Aug 24, 2016 8:06:47 AM EDT)**

Answer

[edit](#) 

- Approximately 90% are jackets, and 10% are aperture cards. **(Answered: Sep 1, 2016 4:15:56 PM EDT)**

Add to Answer:



Product Feedback

Question 35

What percentage of the aperture cards are the ones with 3 film chips with 12 images each that need to be cropped as separate images? (**Submitted: Aug 24, 2016 8:09:18 AM EDT**)

Answer[edit](#) [trash](#)

- Approximately 20% of the aperture cards are the ones with 3 film chips with 12 images each that need to be cropped as separate images.
(Answered: Sep 1, 2016 4:15:56 PM EDT)

Add to Answer:

Question 36

How many aperture cards?

How many jacket cards? Are they 16mm, 35mm or mixed? How many of each type? How many images per card? Are all microfiche cards standard size? Are there any long microfiche? How many of each? Are they in good shape for scanning or are they bent or curled?

How many 35m rolls of microfilm? How many 16mm rolls, How many images per roll? Are they in good shape for scanning or are they bent or curled? (**Submitted: Aug 24, 2016 1:48:23 PM EDT**)

Answer[edit](#) [trash](#)

- How many jacket cards? 400,000 microfilm jackets
Are they 16mm, 35mm or mixed? Mixed
How many of each type? approximately 65% - 35mm film and 35% - 16mm (estimated 260,000 35mm and 140,000 16mm)
How many images per card? Approximately 20 images.
Are all microfiche cards standard size? Mixed.
Are there any long microfiche? Yes
How many of each? Approximately 20% (estimated 80,000 jackets)
Are they in good shape for scanning or are they bent or curled? Mixed. (Answered: Sep 8, 2016 6:33:47 PM EDT)

Add to Answer:

Question 37

If the City is going to allow commercial carriers or bonded courier, should the vendor be responsible for insuring the package in accordance with the Cities 1.6.1 Handling and Receiving requirements. GL and Professional liability will NOT cover lost or stolen documents while in transport by 3rd parties. (**Submitted: Aug 24, 2016 3:33:19 PM EDT**)

[edit](#) [trash](#)**Answer**

- The City will require that the documents are transported by vehicles operated by the awarded company only. (Answered: Aug 25, 2016 10:04:13 AM EDT)

Add to Answer:

Question 38

It appears the solicitation bid package was changed in order to guarantee award to one specific vendor. Please provide your Bid Protest Rules (**Submitted: Aug 26, 2016 3:44:38 PM EDT**)

[edit](#) [trash](#)**Answer**

- Please see section 35.38 of the Procurement Procedures in the following link: <http://www.pppines.com/DocumentCenter/View/342> (Answered: Sep 8, 2016 6:33:47 PM EDT)

Add to Answer:

Question 39

The Contractor will provide Optical Character Recognition (OCR) services. This process shall provide an accurate conversion of image data into a searchable .TIF format. Does the City have the Autonomy IDOL package with their OnBase system? How do they plan on importing these searchable TIF files into the system? Do you expect to have a text file with each TIF? What documents sets need to be OCR, made full text searchable? (Submitted: Aug 29, 2016 1:57:39 PM EDT)

[edit](#) **Answer**

- Per Addendum # 2. Please disregard this language as the vendor will no longer be required to provide OCR services. (Answered: Sep 8, 2016 6:55:59 PM EDT)

Add to Answer:

Question 40

In regards to the Proposal Security, that is required in Addendum # 2, does the City have a specific Bid Bond Form to be used? (Submitted: Sep 15, 2016 12:31:15 PM EDT)

[edit](#) **Answer**

- No, the City does not have a specific form. In addition, the vendor can also provide a certified or cashier's check as a Proposal Security. (Answered: Sep 15, 2016 12:36:20 PM EDT)

Add to Answer:

Question 41

In addition, will the 5% proposal security be calculated on the total of the estimated quantities, on Attachment A, multiplied by the corresponding unit prices submitted for Off-Site or on On-Site Services? (Submitted: Sep 15, 2016 12:32:21 PM EDT)

[edit](#) **Answer**

- The 5% shall be calculated based on the total for Off-Site Services. (Answered: Sep 15, 2016 12:36:20 PM EDT)

Add to Answer:

[Submit](#)

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

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[Product Feedback](#)

PRE-BID ATTENDANCE SHEET

Date: Wednesday, August 4, 2016 at 3:00 pm

Proposal/Bid #: RFP #AD-15-03 "Back Scanning and Media Conversion Project"

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Date: Wednesday, August 4, 2016 at 3:00 pm

Proposal/Bid #: RFP #AD-15-03 "Back Scanning and Media Conversion Project"

Proposal Document

September 27, 2016

PRESENTED FOR



City of Pembroke Pines



REQUEST FOR PROPOSAL

**RFP AD-15-03
BACK SCANNING AND MEDIA CONVERSION PROJECT**

SUBMITTED BY:

Advanced Data Solutions, Inc.

Contact: Melody S. Engle, President

mengle@adsus.net

813.855.3545

Atlanta/Miami/Tampa

www.adsus.net



**ADVANCED DATA SOLUTIONS, INC.**

141 Scarlet Blvd, Ste A
Oldsmar, Florida 34677
Phone: 813-855-3545
Fax: 813-855-6575
www.adsus.net

September 27, 2016

City of Pembroke Pines
Mr. Mark Gomes, Purchasing Manager
8300 South Palm Dr.
Pembroke Pines, FL 33025

Dear Mr. Gomes:

Advanced Data Solutions, Inc. (ADS) is pleased to submit this response to your Request for Proposal (RFP / AD-15-03) to provide Back Scanning & Media Conversion to the City of Pembroke Pines, FL . If selected as your solution provider, ADS stands ready to perform in accordance with the requirements of the contract in a timely manner.

As an experienced solutions provider of records management systems and services, ADS has developed a reputation for reliability in meeting short deadlines and providing top quality services to countless government enterprises. With a client focus on State and Local government, ADS has provided electronic document management solutions to countless entities with records management needs and documentation similar (if not identical) to yours. This is what we do and who we are. We have worked directly with numerous agencies completing huge back-file conversion projects, system implementations, web hosting and on-going records management needs.

ADS will provide high quality document imaging services utilizing high-speed production scanners (Kodak, Fujitsu, KIP & Contex) that have superior optics and state-of-the-art software technology. Our technology will remain current to ensure the best possible image quality and metadata accuracy. Your team of document preparation, scanning, indexing and quality control personnel are trained and possess years of industry experience. We will utilize our quality control standards and procedures (developed over 17 years) on your project.

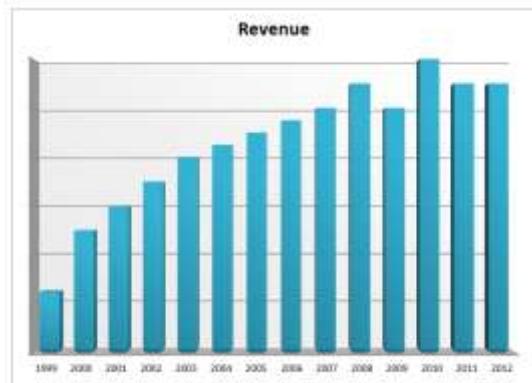
We handle the systems and outsourcing requirements for over 200 enterprises throughout Florida and Georgia.

Our primary focus in the service bureau is on the conversion of standard paper and large-format drawings to digital images. We have over 17 years of experience integrating and interfacing literally millions of source image and index files into countless document imaging systems. Because of this, we are **uniquely qualified** to provide your conversion services. We have the **strongest** expertise within the **municipal area** of document imaging in the Southeastern US. Since inception, 99% of our annual revenue has been from government offices with a need for both large and small format paper conversion.

Financial Resources:

Advanced Data Solutions, Inc. is a privately held company that does not typically publish revenue amounts in a public offering. The chart below exhibits our revenue in annual increments.





Financial Stability

As a private company, we do not publish internal financial statements, contract documents or client lists. We maintain liquidity ratios that more than double those of other companies in our industry. We have maintained solid revenue numbers in a failing economy and have increased our headcount steadily over the years. We operate on a basis of managed growth and conservative fiscal policies. We have access to extensive lines of credit, of which we've never encumbered. We have large credit terms with all our equipment and software vendors and maintain high credit ratings despite the less than favorable economic period. We have had total uncollectible accounts of less than \$2,000 in over 17 years of business. Lastly, we have never been fired or terminated from any contract for services.

Financial Verification

Many of our financial assertions are inherently verified through the mere existence of our State Contract. The Department of Management Services does a thorough review of all bidding vendors during the RFP review process. Our financial data can also be verified through review of company tax returns, if necessary. Dun & Bradstreet ratings also support the above financial assertions.

Conclusion

Advanced Data Solutions has demonstrated operational stability by focusing on one service and software line through its 17 years of operation. We convert paper, microfilm / microfiche media to digital format for three specific vertical markets: Medical, Government and Legal. We also implement departmental and enterprise records management systems within these markets. Our focus has remained unchanged since we began operation in 1999.

Our commitment to client success remains at the forefront of our strategic purpose. We believe that by investing time to understand each client's needs and business objectives we can design and deliver "best of breed" solutions. We enjoy harmonious & mutually beneficial working relationships with our existing clients and look forward to continuing the same with the City of Pembroke Pines.

We don't offer voicemail, we offer people resources instead. Feel free to contact our office any time, day or night, to speak to a person who will be glad to offer personal assistance.

Kindest regards,

Melody S. Engle

Melody S. Engle, CEO
Advanced Data Solutions, Inc.



TABLE OF CONTENTS**TAB 1 TABLE OF CONTENTS****INCLUDED HEREIN (PAGE 4)****TAB 2 LETTER OF INTEREST****PAGE 2-3****TAB 3 EXPERIENCE AND ABILITY****PAGE 5 - 24****TAB 4 FIRMS UNDERSTANDING AND APPROACH TO THE WORK****INCORPORATED BY REFERENCE IN TAB 3 (PAGES 5-24) AND PAGE 25****TAB 5 PROJECT COST****UPLOADED TO APPROPRIATE SECTION****TAB 6 OTHER COMPLETED DOCUMENTS****UPLOADED TO APPROPRIATE SECTIONS****TAB 7 BUSINESS STRUCTURE LICENSES AND PROFESSIONAL
REGISTRATION CERTIFICATES****UPLOADED TO APPROPRIATE SECTIONS****TAB 8 ADDITIONAL INFORMATION****REFERENCE LETTERS PAGES 26-29**

TAB 3 - EXPERIENCE AND ABILITY - 30 PTS

CITY OF PEMBROKE PINES REQUIREMENT

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in scope and complexity.

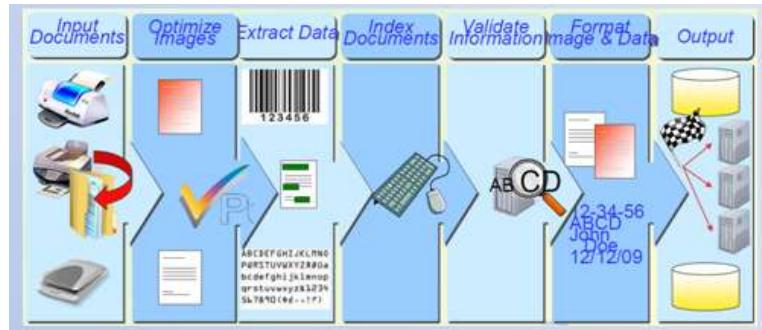
Records Coordination: This includes confirmation of data output requirements in addition to scheduling pick-ups and re-deliveries of hard copy records. Unusual deadlines are identified as well as any change in output related to indexing and metadata or file format. We have a designated driver that coordinates record pick-ups and drop-offs with your project management team.

Document Preparation: We have two document preppers specifically designated to handle your project. They are familiar with your project and ask questions when something appears different or out of the ordinary (missing control sheets, color documents, etc...). The document prep staff remove all the staples, repair any torn documents, emboss any raised seals on both small and large format prints, assign control numbers to records that contain both small and large format prints, identify color documents, etc.. . They basically get the records ready for digital conversion. The preparation staff also record a document count for each box on our Preparation Labels which are on the front of each box. These labels contain the date and signature of the person who performed the work.

Document Scanning: We have two scan operators specifically designated to handle your project. One is responsible for the scanning of small format documents while the other is responsible for the scanning of wide-format prints. Both staff are cross-trained and can handle both functions. Both operators serve to review the images and output independently for completeness and image quality. After each box is scanned, confirmation of the document count is made with the Preparation Label. Discrepancies, if any, are resolved immediately. A Document Scanning Label is adhered to the front of the box upon completion. This includes the date and signature of the person who performed the work.

Quality Control: As mentioned above, our staff rotate such that there is an independent review of scanned images for both small and wide format prints. This includes checking all thumbnails, front and last pages, and 100% verification of wide format prints. Rescans, if any, are performed at this time. Another verification of document count is made at such time. A designation of review is also made on the Document Scanning label adhered to the front of the box.

Indexing and Metadata Transmission: Our operations manager performs this task. She has over 30 years experience in programming and metadata configurations. She is keen to anything unusual and makes corrections, if any, at this stage. She ensures the integrity of the data (no file corruption) and transfers all images and metadata to DVD or storage devices based on client requirements. She also ensures immediate back-up discs are made so that everything is safeguarded in the event of an emergency. She coordinates directly with your project manager that the output is in accordance with your requirements.



It's important to understand we work in an interactive team environment. Our operations room is large and wide open. All functions of conversion occur in the same room but our staff are close to one another. This is deliberate and allows all project team members to give "real-time" feedback to one another. This is critical for an efficient service bureau. Both our Georgia and Florida operations rooms are designed identically. Document Preparation, Wide Format Scanning, Small Format Scanning and Review are all performed in the same large room, with ample space for records organization.

We have learned after 17 years of experience that the design of the Operations Room is a major factor in quick and organized communication.

Much of our experience has been demonstrated above and through our references. In addition to our overwhelming government experience, we have performed countless conversions for colleges and universities of Student Records. We understand the issues specific to these types of records such as watermarks on transcripts, color and grayscale scanning of student photographs, confidentiality and much more. In terms of Large Format Scanning, we run 5 wide format scanners daily for a minimum of 2 shifts. We've established industry benchmarks such as the embossment of raised seals and line and photo settings that create the look and quality of color / grayscale images while preserving reasonable file sizes. We own and operate our own Microform division and we don't outsource that function. Many of Florida's service bureaus outsource that function directly to us. This is why we suggest site visits. We want our customers to see our equipment, meet our staff and understand our processes.

In terms of on-site scanning projects, we mirror the operations which are already identical in both our Atlanta and Tampa offices. The only differences related to office hours available and the layout of the work area available. Because conversions require significant desk space and interaction, we work directly with our clients to minimize the interruption of their daily operations. This is basically accomplished through teamwork and respect.

Advanced Data Solutions, Inc. will be performing 100% of the services of the contract. This will not be a Joint Venture. We have been performing document imaging services for 17 years using our present business name.

Our experience is summarized below.

- Operational Stability: We have served cities, counties, medical offices, hospitals, numerous commercial clients, financial institutions, and agencies for over 15 years providing Document Scanning Services.
- We have converted over 200,000,000 images to digital format since inception.
- We scan over **100 tons** of paper records to digital format annually.
- We own ALL our equipment and do not subcontract services.
- We are a Florida State Contract vendor surviving vigorous downsizing from over 600 vendors to 125.
- For over a decade, we have been the only State Contract Vendor specializing solely on records management and document conversion services
- We have a close relationship with the Florida Department of State having consulted with them for 14 years on countless imaging projects. We also work closely with the Georgia Department of Archives and History and Washington State National Standards.
- We have converted, uploaded and interfaced millions of digital images into countless EDMS systems making us uniquely qualified as an EDMS provider.
- We offer **Laserfiche EDMS** because of our industry expertise. We understand this software is the industry leader worldwide with over 30,000 implementations, 1,000,000 end users and over 700 installations in Florida alone.
- Our technology partners are an extension of our company and reputation. They include Kodak, Fujitsu, Ideal, Mekel, The Crowley Group, Laserfiche, OpenText, Unity Business Systems, Apyxx Technologies and International Data Solutions.
- We care equally about our small and large clients.
- Our services are based on hard work, competence and experience. We are driven by our dedication to client service supported by character and ethical standards.
- We believe in personal contact, not voicemail.
- We appreciate the hard work and efforts of our employees and both client and customer project team members.
- We have never lost a contract due to lack of performance or any other measure of service.

Orange County / Document Imaging, Data Conversion and Custom Interface

ADS was contracted for the conversion of millions of small / large format, microfilm and microfiche images initially as part of a basic conversion project in 2004. The project outlined specific volume milestones and required close teamwork with client project team members. After project commencement, multiple technical issues were encountered which required significant research, beta testing and custom programming. ADS provided industry expertise beyond the scope of the contract which resulted in a best of breed solution that exceeded expectations and product timeline deliverables. Our industry expertise facilitated the immediate creation of a custom interface and program designed specifically for a client's unique operating environment. Over 20 million images and 100 million indices have been successfully implemented within this client's system over the last 10 years. Our contract extends to all departments within the County and has included the County Administrator's Office, Contracts and Legal, Planning & Zoning, Environmental Protection, Public



Works, Research and Growth Management. Services are ongoing.

Contact Name: Aneta Duhigg

Contact Address: 201 S. Rosalind Avenue, Orlando, Florida 32801

Contact Telephone: 407-836-5873 Email: Aneta.Duhigg@ocfl.net

Pompano Beach / Document Imaging, Microform and System Implementation

ADS began converting small and large format documents for the City during 2002. During 2003 we implemented a document imaging system within the City Clerk's office. This system has grown to 45 users to date. The system managed paper records spanning 50 years and simplified public records requests. We work with various departments but focused primarily on Growth Mgmt converting Building Permit files consisting of a multitude of small documents and large format prints. In 2010, we began the back-file conversion of millions of microformed images & data input resulted in concise data management & drastically improved record retrieval times. We have managed the set-up & support of multiple databases (Folder structures, indexing schemes, password security, drop-down menus, search routines, and extensive OCR). Services are ongoing.

Contact Name: Robin Bird, Director of Growth Management

Contact Address: 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060

Contact Telephone: 954-786-4629 Email: Robin.Bird@copbfl.com

City of Orlando / Document Imaging Services

ADS began converting small and large format documents for the City during 2014. Since that time, we have primarily converted small and large format documents for the areas within Growth Management. All records are imported into the City's EDMS system. As such metadata and image formats are designed for simple integration. Services are ongoing.

Contact Name: Tisa Mitchell, Project Manager

Contact Address: 400 South Orange Avenue, Orlando, Florida 32801

Contact Telephone: 407-246-3179 Email: Tisa.Mitchell@cityoforlando.net

We earn the relationship, not just the project.

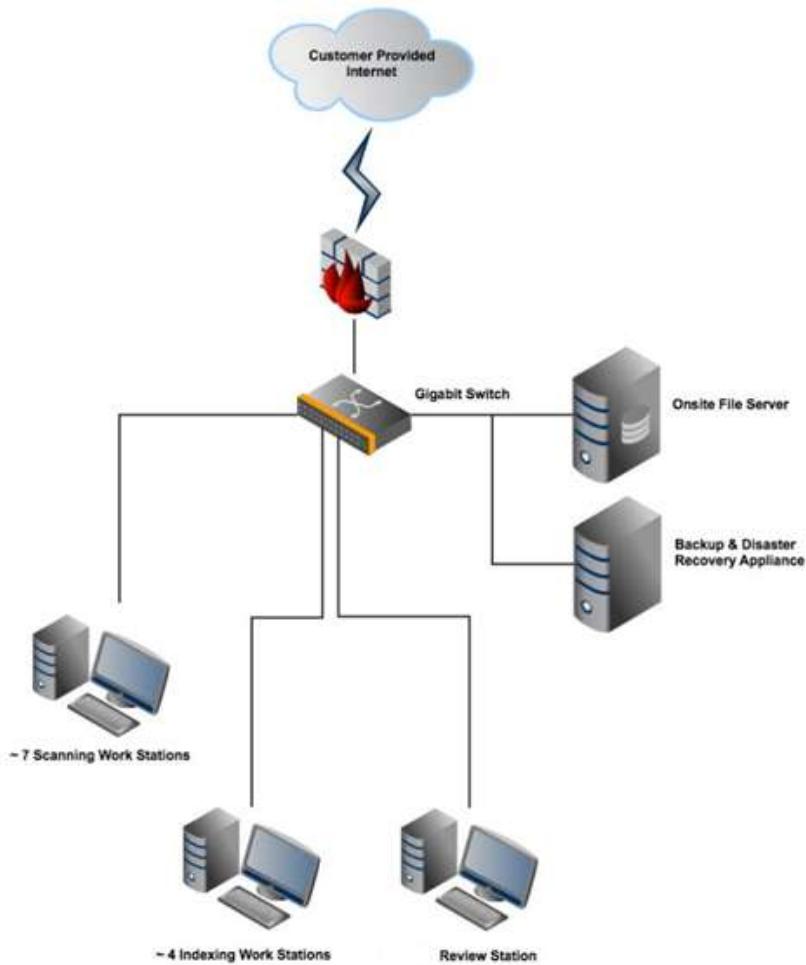
It's a fair statement to say that our clients do not view ADS as just a vendor, but rather an extension of their conversion team. Our job is to make these efforts as seamless and painless as possible. Those who work with us directly have full confidence that we dedicate all resources and efforts to satisfying client needs as quickly as possible.

We just try harder.

We constantly purchase new equipment and software as technology often changes. We maintain our old equipment as back-up options when service issues arise. All equipment is owned.

Qty	Description
6	Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black & White (B&W), Grayscale & Color Scanning Capabilities / ScanOS Software
1	KIP 40 Plus Large Format Scanner – B&W, Grayscale & Color Scanning Capabilities – ScanClient Software – Version 2.0.0.16
66	Canon 9080C - 90 Page Per Minute (PPM) Scanner / 180 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
22	Canon 9050C - 112 Page Per Minute (PPM) Scanner / 225 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
28	Kodak i840 – 127 Page Per Minute (PPM) Scanner / 250 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
11	Kodak i620C - i660C – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak Capture Pro Software
6	Kodak i4200 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak Capture Pro Software
3	Kodak i1440 – 100 PPM Scanner / 200 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size - Kodak Capture Pro Software
3	Kodak i1860 – 200 PPM Scanner / 400 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size - Kodak Capture Pro Software
4	Kodak Ngenuity - 120 PPM Scanner / 240 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu fi6800 – 130 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu fi6670 – 70 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu FI5900C – 120 PPM Scanner / B&W, Grayscale and Color Capabilities / Scans Up to Ledger (11" x 17") Size
6	Fujitsu FI-5650C / 5750 – 57 PPM Scanner / 114 PPM Duplex Capability / B&W, Color & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu FI-4860C – 60 PPM Scanner / 120 PPM Duplex / B&W, Color & Grayscale Scanning / Scans Up to Ledger (11"x17") Size
5	M4097D – IPC (Image Enhancement Controls) – 50 PPM Scanner / 100 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
6	M4120C – 25 PPM Scanner / 50 PPM Duplex Capability / B&W, Color/Grayscale Scanning Capabilities/ Scans Up to Legal (8.5" x 14") Size
2	Mekel Mach VII Microfilm & Microfiche Scanner – Quantum Scan Software / B&W and Grayscale Capabilities / Scans 35/16m roll film / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture

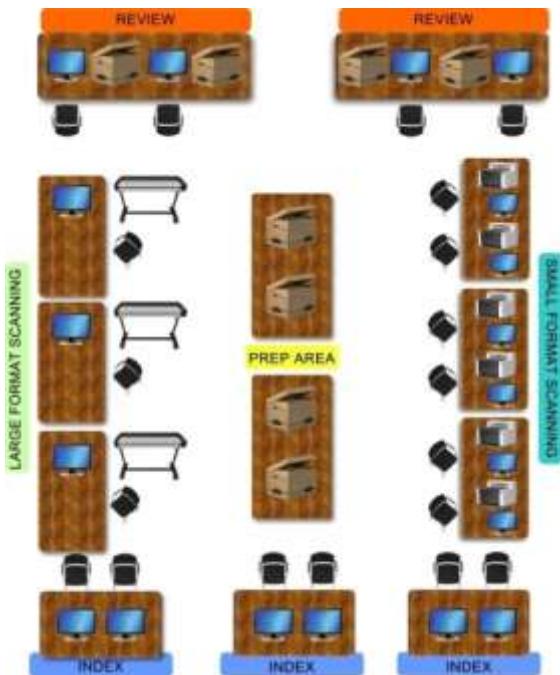
We maintain several file servers with scheduled and rotated back-up schedules in place. These servers have the capacity to store five terabytes of data. Below is a chart depicting our standard network environment.



Records Requests

Records requests are usually initiated using our request@adsus.net email address that gets routed to six different employees. One person is typically tasked with records requests with a back-up person established as necessary.

Operational Overview



Advanced Data Solutions, Inc. owns and operates from our operational facilities in Georgia and Florida. There are no leases in place as all assets are owned. We have cargo vans which facilitate the pick-up and subsequent re-delivery of records to various state agencies and municipal clients.

Work detail begins every weekday morning at 6:00 a.m. and concludes as late as 11 p.m. every weekday evening depending on deadlines and production schedule requirements. Weekend shifts are very common and vary depending on scheduling deadlines. In the past, we have run 24 hour shifts to ensure the successful and timely completion of massive imaging contracts.

Our paper conversion workflow resides in one main operations room. The room is designed not only for efficiency, but also for accuracy, separation, completeness and ergonomics. It has been our experience that an interactive room of team members leads to open communication and immediate issue resolution.

Server Room Security

Our server room is locked through combination and access is limited to only a few high level personnel. In the case of historical records, they are processed more expeditiously than other records and returned to the client site as soon as possible. These records are also stored at higher elevations during hurricane and flood season and processed immediately during storm season. Certain high-level and sensitive files may even be processed over weekend shifts so that client personnel are without their files for only a brief period of time.

Special security and other considerations are outlined below which further support our due diligence with regards to ALL client records, inclusive of those mentioned above. It is important to recognize not only the handling of your records at our facility, but also, the security and general standards employed on a daily basis at ADS.

Access Control & Video Surveillance System

ADS maintains 24 hour video surveillance with multiple cameras strategically placed throughout our building. There is also a camera placed on the perimeter of the building. Related video data is copied and backed-up to a special server dedicated specifically for this purpose.

Our building is owned, not leased. Solicitors or outside visitors are not allowed on our premises unless previously authorized for a maintenance or site visit arrangement. In an effort to further reinforce warehouse security, we have installed high level and bright lamps on the perimeter of our building. Lamps are activated based on light patterns beginning early each evening.

Our only facsimile device is maintained in the front office, exclusive of client records, scanning and indexing functions. All scan stations are void of any access to the internet. Our video surveillance is

focused on entry and exit points and does not “focus in” on client documents. All surveillance can be reviewed and inspected through an “on-site” visit to our facility. Smoke detectors are located throughout our facility and maintained according to a strict schedule. In addition, the city fire and police departments are located immediately down the street from our facilities.

We maintain 24 hour security through Monitronics Security. Upon a “break-in” or potential “break-in”, ADS owners and managers are notified within minutes. Three key employees live within five minutes of our facility. Because we run two – three shifts daily, in addition to weekend shifts, our premises is typically occupied while other companies are closed for business

Document Security Area

ADS maintains a separate scan room for “Information Sensitive” documents which is also locked through combination access only. Since our entire operation is considered a workflow environment, records are basically tracked from one stage of production to another. They are done so in pre-defined batches with various control mechanisms including control labels, control logs and project supervisors.

We focus on fast and accurate project completion. This really is a key factor in processing, approving and returning data to the client thus further minimizing risk. Batches are processed typically in a few days for each job. Records are maintained in a locked area accessible only by our warehouse manager prior to job commencement. Once active data is processed, it is immediately transferred back to the locked area and returned to the client as soon as possible.

Confidential Information Safeguard, Controls and Back-Up Procedures

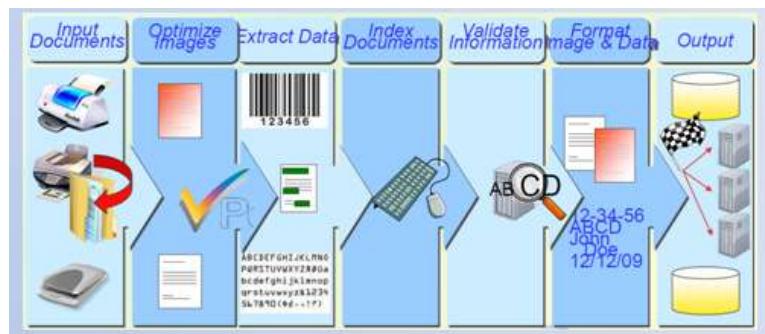
Many of our existing clients require special treatment for records considered “Information Sensitive.” We have established tight controls on both the work areas and established team members to ensure such records are NEVER accessible to unauthorized personnel. All employees sign a confidentiality agreement upon initial employment. Regardless, all team members selected based on project requirements. We maintain a “combination locked” prep, scan and review room where such records reside. We process these types of records very timely to minimize the amount of time both the paper and electronic records are on our premises.

Back-up of such data is maintained on a secure network server and password protected drive and database. Data backed up to digital media is destroyed or completely returned to the client after batch acceptance (CD-ROM, DVD or External Disc Drive Media).

Years ago, after the experience of a dozen hurricane threats, lightening strikes and power outages, we changed our internal protocol managing data within two categories: active and inactive. Active Data is maintained on our Network within one specific folder. This folder is backed-up on a nightly basis. Most active data is reviewed and also burned to CD-ROM, DVD or External Hard Drives on a weekly basis. There is minimal risk. Inactive data is backed up typically in several ways: on CD-ROM or DVD, External Disc Drive, Server Drives, Streaming Tape at ADS facility. This data has been approved and loaded at client server via some transport mechanism. It is then backed up on their servers through their processes. CD-ROM and DVD media is then retained in accordance with Department of State Records Retention Guidelines.

Project Work Plan

Our Work Plan will be finalized during the planning phase of project implementation. We will use our internal WebFlow program to schedule out all batches and files to be converted for COA. Project team members will be assigned their respective tasks within WebFlow. Since our program allows for interoffice communication, we will establish the team and ensure all instructions and notes get transmitted to everyone involved. If an exception or new trend is discovered during conversion, we make sure everyone who works on the project is notified immediately. Projects cannot be billed or released until all levels of production have been accomplished within our program.



We manage all client production requirements through WebFlow. This program is the source for all task scheduling, budget and time management, enterprise, group and individual communication and notification and payroll reports. All tasks are managed at the detail task level such as record pick-up, document preparation, document scanning, wide format scanning, indexing and data input, review, output, billing, re-delivery and destruction. All projects are managed at the batch level and at the project level, as well.

ADS WebFlow is a great project management tool. However, we also employ certain manual operations which serve to reinforce the controls we track electronically. For example, all deliveries are manually entered into WebFlow upon box unloading. Total box counts are reconciled to the Pick-Up documents signed by authorized client and ADS representatives. Document Preparation, Small Format Scanning, Large Format Print Scanning, Microform Conversion, Compilation and Review functions are indicated on the physical boxes themselves via color coded labels, signatures, dates and scan and review stations. All of these controls are cross checked with the WebFlow program through each batch lifecycle.

Hourly labor usages vary widely depending on client requirements as they constantly change. Our WebFlow projects and captures activity by batch, box, employee, function & client. If a project goes over budget, it is identified and resolved immediately. Thus, we are always on task for project completion.

Our custom program allows us to satisfy records request faster than our competitors. It allows us to budget and manage projects in a sophisticated, yet simple way which enhances our level of customer service.

ADS Pick-Up Procedures

. Our driver is identified at project inception as a member of the project team and identified by an ADS uniform. Batch pick-ups are documented by client-specific control logs that are signed by our driver and customer representative. Our driver will count the boxes & verify the count to the signed control log. Our driver delivers boxes to the our conversion center on a non-stop route. Boxes are immediately unloaded and inventoried in WebFlow to designate physical receipt of client records. Box counts and contents are once again agreed to the manually signed control log.

Project Name	Received
AECOM Atlanta Office	Apr 10, 2014
Atlanta Aviation 04-10-14	Apr 10, 2014
Bloomin Brands Outback Steak	Apr 16, 2014
Booz Allen Atlanta	Mar 31, 2014
Broward Cty DOH 04-04-14	Apr 4, 2014
Cary North Carolina	Oct 9, 2013
Cary North Carolina 03-11-14 Aperture Cards	Mar 11, 2014
Cleanwater 03-31-14	Mar 31, 2014
Cutter Bay 04-04-14	Apr 4, 2014
Faith Baptist Church GA 04-09-14	Apr 9, 2014
GIA Atlanta Microfilm	Aug 21, 2013
Homestead Phase II HR 04-04-14	Apr 4, 2014
Marco Island 04-03-14	Apr 3, 2014
Marietta Public Works	Apr 28, 2014
Miami Dade Public Works Batch 2 04-04-14	Apr 4, 2014
Miami Lakes Batch 08	Aug 20, 2013
Naples Building Dept 04-03-14	Apr 3, 2014
North Carolina DOT Film 03-11-14	Mar 11, 2014
North Georgia Pain Clinic	Mar 10, 2014
Orange County P&Z	Mar 24, 2014
Plano School Illinois FICHE 04-03-14	Apr 3, 2014
Pompano Beach Planning & Zoning 01-31-2014	Jan 31, 2014
Rain Forest Films All	Apr 1, 2014
Senoia Family Care GA	Feb 10, 2014

Departmental Focus and Quality Control

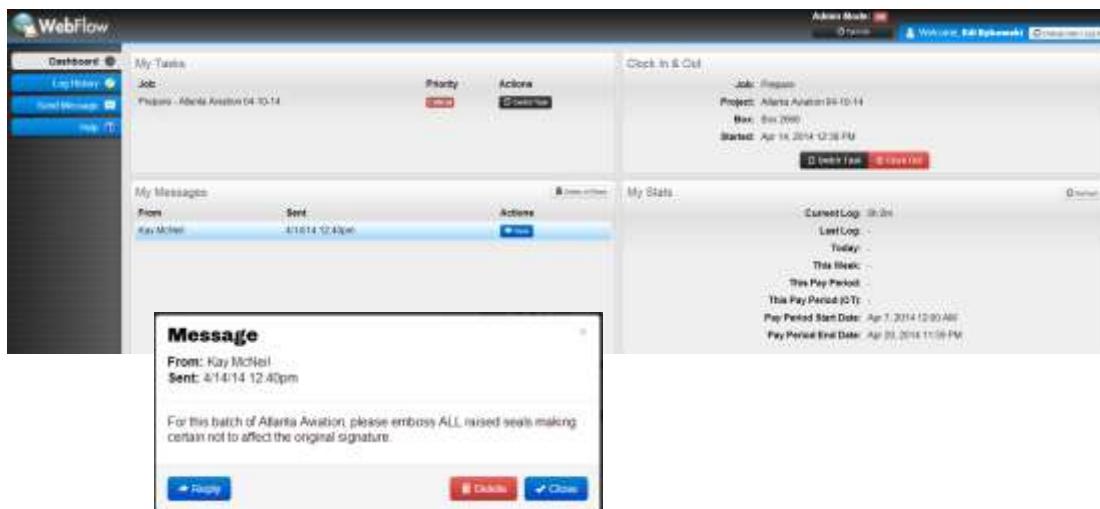
Document Preparation, Document Scanning, Indexing and Quality Control / Review are separate

departments within our operational structure. Within each of these departments are individual managers and project managers which control the workflow of all active projects. Various control mechanisms are in place within all phases of production which quickly facilitate the identification and remedy to any production issues. Our trained staff has been with our company and within the industry for years. Inventory logs within ADS WebFlow are maintained for each of these functions which serve to monitor all issues encountered throughout the lifecycle of each project. This includes, but is not limited to, record discrepancies, legibility issues, non-standard document and index matters, timeline issues, equipment requirements, staffing requirements and training requirements.

Document Preparation

Document preparation is examined closely during the Beta stages of project inception. Document types are identified and many questions are answered. Solid relationships are established and this phase of production is exactly determined. Years of experience has taught us that this phase of production is critical to quality and adherence to deadlines. Documents must be organized in a consistent, user-friendly manner consistent with your current or desired filing system.

Prepping Labels are adhered to each box after completion and include Signature and Date of Completion. These labels directly correspond to our WebFlow for work completed.



Our document preparation staff are trained to remove all staples, bindings, paper clips. In addition, post-it notes will be relocated to the an area on the document where information is not interrupted, otherwise, they will be placed on a blank page immediately preceding the original document. Torn pages will be repaired.

Below are other standard procedures.

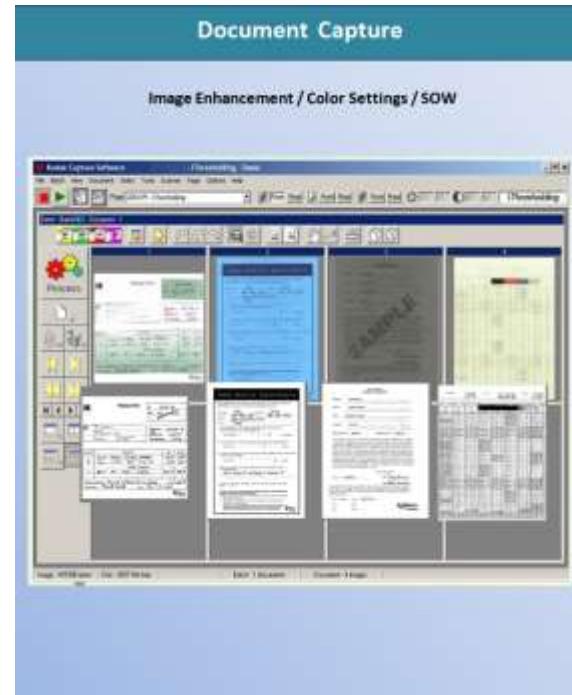
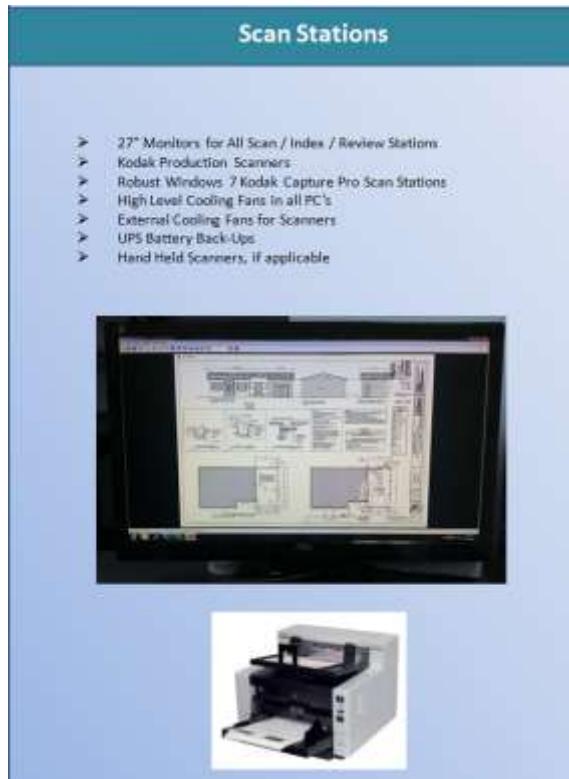
- Any CD-Rom / DVD media or other "non-scanned" items will be identified for client instruction.
- Raised seals are embossed for visibility unless client instructs otherwise.
- Any cash or un-cashed checks will be removed and client contact obtained immediately.
- Markers for color documents will be included if photo or graph considerations are necessary.
- Wide Format plans which are voided on the back, will be stamped "VOID" on the front unless client instructions indicate otherwise.
- Documents which are not legible will be stamped "Original Not Legible" unless client instructions indicate otherwise.

Document Scanning

We utilize only the highest quality equipment and software. Our scan operators are tenured and have been with our company for years. All documents will be scanned on both sides and software technology and settings will automatically delete blank back-sided documents. Sonar technology will prevent any double feeds and preparation control counts will ensure completeness as verified by both document scanning and review staff.

Although the Georgia Department of Archives designates 200 DPI as a scanning standard, we scan at 300 DPI in accordance with Washington and national standards.

Each scan operator is fully trained in our Kodak Perfect Page software which allows for very detailed scanner settings allowing customization for all record types. Despeckle, rotate, deskew are just a few. The following graphics demonstrate why this results in the best quality possible for COA.



Document Capture

Other Capture Considerations

- Page Set-Up Selection
- Network Level Job Set-Ups according to SOW

Page Orientation / Auto Cropping



Automatic Orientation

- Based on document content, **automatically rotates** a scanned image 90, 180, or 270 degrees to its proper legible orientation
- Applied to front and back pages independently
- Handles machine, upper case and lower case characters, including mixed dot-matrix

Deskew example

Input Image	Manual deskew (Select part of input image and rotate)	Autocrop+ Deskew (Crop and deskew)
		

Document Capture

Image Enhancements



Thresholding and Adaptive Threshold Processing (ATP)
Results in **enhanced image quality and readability**

As you can see below, each scan operator has messages sent by a project manager or teammate. Our program prohibits job commencement until all related messages have been read. They are only eligible for deletion after they have been read. In addition, our program is the source for our ADP payroll. Thus, credit for work can only be obtained when notes are read and projects are logged for performance.

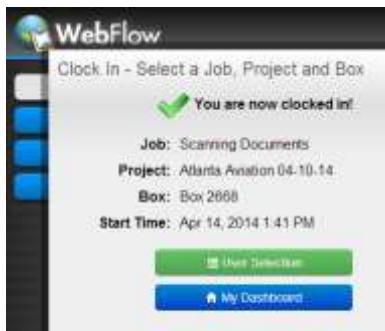


Message

From: Kay McNeil
Sent: 4/14/14 1:40pm

The client has requested that all color graphs, photos and charts be scanned in color for this batch.

Reply **Delete** **Close**



WebFlow

Clock In - Select a Job, Project and Box

You are now clocked in!

Job: Scanning Documents
Project: Atlanta Aviation 04-10-14
Box: Box 2668
Start Time: Apr 14, 2014 1:41 PM

Use Dashboard **My Dashboard**

Dashboard **Log In/Out** **Send Message** **New**

My Tasks

Job: Scanning Documents - Atlanta Aviation 04-10-14

Priority **Actions**

My Messages

From: Kay McNeil Sent: 4/14/14 1:40pm Address: **Reply** **Delete**

From: Kay McNeil Sent: 4/14/14 7:51am Address: **Reply** **Delete**

From: Kay McNeil Sent: 4/14/14 8:00am Address: **Reply** **Delete**

From: Kay McNeil Sent: 4/14/14 8:05pm Address: **Reply** **Delete**

From: Kay McNeil Sent: 4/14/14 8:08pm Address: **Reply** **Delete**

From: Kay McNeil Sent: 4/14/14 8:10pm Address: **Reply** **Delete**

My Stats

Current Log: 00:00:00
Last Log: 00:00:00
Today: 00:00:00
This Month: 00:00:00
This Pay Period: 00:00:00
Pay Period Start Date: Apr 7, 2014 12:00 AM
Pay Period End Date: Apr 25, 2014 11:59 PM

Wide Format Print Scanning

All prints will be scanned on both sides if there is writing or information on both sides. A visual verification is made to ensure all raised seals are embossed and that plans stamped "VOID" on back-sides are stamped on the front side as well.

Although the Georgia Department of Archives designates 200 DPI as a scanning standard, we typically scan at 300 DPI in accordance with Washington and national standards.

Not all print quality is the same. Scanner experience and equipment / software quality is important. Software and optics should enable brightness, contrast and adaptive threshold settings to achieve the highest quality image.

Our wide format scanners facilitate plans up to 44" in width or length, well exceeding the common Size E drawing. Our wide format scanners also have color and grayscale settings which are necessary in certain circumstances.

It should be noted that all wide format scanners are calibrated prior to each use thus stitching errors, if any, are identified.

Message

From: Kay McNeil
Sent: 4/14/14 1:01pm

Please scan all prints in this batch within acetate sleeves. They are old, brittle and very historical. Extra caution must be taken.
For darker (blue) prints, please use an Adaptive Threshold setting between 15 and 20 such that all light lines and graphs are legible.

WebFlow messaging and task assignment is used for all personnel.



Pink scan labels will be adhered to boxes after scan and "real-time" review has been achieved. This serves to complement our WebFlow system with a visual indication of box status. These labels are signed, dated and indicate the scan station where work was performed as well.

Document Indexing

There will be one - two index personnel assigned to your project in order to maintain record familiarity, consistent client and communication and consistent data input. Exact Metadata will be confirmed during the initial planning and Proof of Concept phase of your project. Spreadsheets will be prepared after index data is assigned and final review has occurred. Dual Key index verification, if necessary, is an option within our Kodak software.

Real-Time Review

As an industry leader, we understand the best time to review image quality is during and immediately following scan. As such, our reviewer looks at all images with the scan operator after the completion of each box. At that time, rescans, if any, are performed.

We perform a complete review of client data. This includes the physical removal of EACH file from every box and making real comparisons to the images and data on the screen. Thumbnail and individual images are reviewed in the case of small format documents. Review is performed by the highest levels of management. The qualifications of our reviewers are attached in the Resume section. We feel the qualifications of our review staff are the highest in the industry and are clearly over-qualified for this function. This is critical. Years of records management and data management experience exemplify our dedication to quality control. Box re-filing is also examined during review.

Not only is image quality and accuracy performed during the review stage, index field verification is as well. Individual and batch index screens are reviewed and compared to client logs (if any). Human review cannot be replaced with computer generated index review. All index discrepancies are resolved during both the index and review stages of production. Incomplete index information is either resolved internally or through direct input with client project team personnel in a "real time" manner. Document familiarity and records management experience support this function. We set the benchmark while competitors replicate and duplicate our processes (many of our competitors actually outsource to us).

Because document review is performed immediately after scanning, any quality issues are quickly identified and resolved at the early stages of project performance. Since all levels of production are tracked through our WebFlow, individual employees are easily identified should there be any level of misunderstanding.

In the past, we have been subject to strict quality control review both internally and through client verification. We have always scored extremely high in terms of accuracy with regards to overall page counts and index data output. Although we always strive for 100% accuracy, we acknowledge error results of 0.03%. By using utilities such as double feed detection on production-level Kodak and Fujitsu scanners, most page omissions are avoided. In addition, images are typically reviewed at least three times during the scan, scan review, index and final review stages of production.

Delivery of Source Files and Index Metadata

We will provide PDF files scanned at resolutions of 300 dpi. Data will be copied onto CD-Rom or DVD media according to your requirements. All discs will be labeled by Batch Name, Date and Description as defined. New batches will be picked up based on an agreed upon production schedule between ADS and COA.

KEY PERSONNEL RESUMES

Your Project Team

Kay McNeil , Project Manager & Team Leader 11 Years Experience at ADS	Metadata and File Transmission Beta Testing of Metadata and File Transmissions Proof of Concept & Client Acceptance Completeness Checks Source Images & Metadata > Review Overall Project Management Project Design and Implementation Staff Training / Train the Trainer Policy and Procedure Development Ongoing Client Communication Adherence to Production Schedules
Melody Engle , Working President & CEO 15 Years Experience at ADS	Overall Project Management Project Design and Implementation Staff Training / Train the Trainer Policy and Procedure Development Ongoing Client Communication Adherence to Production Schedules

All of your project team members have been heavily involved in all the client reference projects included in this proposal, including, but not limited to the following:

Orange County Florida
City of Orlando
OSI Restaurant Group (The Outback Group)
City of Pompano Beach
City of Atlanta - Atlanta Aviation

Some details of these projects have been previously described in the reference section of this document.

KAY B. McNEIL



EMAIL

kmcneil@adsus.net

GENERAL

Place of Birth: Willow Springs, MO

COMMUNITY

Metropolitan Ministries

Disaster Relief Efforts

U.S. Figure Skating / Volunteer

ADVANCED DATA SOLUTIONS, INC. OPERATIONS MANAGER

WORK EXPERIENCE

Advanced Data Solutions, Inc.

2002 - present

Kay is responsible for the overall workflow and management of operations. She manages department / project leaders. Her primary responsibility relates to client metadata: ensuring detailed accuracy of index & image files. Her scope of responsibility includes ensuring adherence to deadlines, developing & enforcing production schedules, & maximizing workflow & efficiency. She works directly in day-to-day operations with both ADS staff & client representatives to ensure the timely production of work.

Siemens-Nixdorf Computer Corp.

Systems Analyst/Project Manager 1986 - 1995

Kay worked exclusively in the Government Division of Siemens. The client base included Fire & Sheriff Departments, Probation Offices, Clerk of Courts, Property Appraisers and Tax Collectors throughout the United States. Her duties not only included Project Management, but Systems Analysis and Design, Programming, Sales Support, RFP responses, and technical writing of Hardware, Software, and User Manuals.

Specific Projects included the design & implementation of 200 Independent Kiosks for Fee Collection of various Broward County Clerk of Courts offices and related services. Subsequent to my departure, a similar system was designed for Miami-Dade County Clerk of Courts. In addition, she was involved in the programming of the company's first EDMS system.

PROFESSIONAL SKILLS

- Strong Focus on Systems Documentation and Project Management
- Laserfiche Certified Records Management – Specialist
- Certified Kodak Capture Pro Imaging Product Specialist
- Certified Document Imaging Architect – Pending
- Training: Fujitsu, Kodak, Mekel, Wicks & Wilson, Contex, Alchemy and Liberty EDMS Workflow Products

MELODY S. ENGLE, CPA



EMAIL

mengle@adsus.net

GENERAL

Place of Birth: Miami, Florida

COMMUNITY

Metropolitan Ministries
Homebound Meals /
Heritage United Methodist
Disaster Relief Efforts

ADVANCED DATA SOLUTIONS, INC. WORKING PRESIDENT

WORK EXPERIENCE

Advanced Data Solutions, Inc.

March 1999 - present

She is the original founder of ADS having direct involvement in all system installations & outsourced imaging directives. She is heavily involved in the database management and workflow of all client engagements. She has been involved in document imaging and the evolution of Florida Municipal Electronic Recordkeeping for fourteen years.

Able Body Labor – 15 Corporations

Chief Financial Officer 1996 - 1999

Management supervision of the Finance & Information Technology Departments. Implementation of EDMS system managing 10 million records annually.

PricewaterhouseCoopers

Audit Manager 1990 - 1996

Managed the audit process for clients in the financial services and manufacturing industries. In addition, she worked in the firm's national office, developing advanced audit training materials used in local/national continuing professional education programs. She was a team leader for the training & implementation of the paperless audit workflow environment for the SE United States. Due to the success of the project, the firm was able to reduce audit paper retention by 95%.

PROFESSIONAL SKILLS

- Certified Public Accountant / Strong Focus on Systems Documentation and Internal Controls
- Laserfiche Certified Records Management – Specialist
- Certified Kodak Capture Pro Imaging Product Specialist
- Certified Document Imaging Architect - Pending
- Certified Records Manager - Pending
- Training: Fujitsu, Kodak, Mekel, Wicks & Wilson, Contex, Alchemy and Liberty EDMS Workflow Products

JAMES M. WATT**PHONE**

813-855-3545

EMAIL

jwatt@adsus.net

ADDRESS141 Scarlet Boulevard
Oldsmar, FL 34677**GENERAL**Date of Birth: 1971
Place of Birth: New York**COMMUNITY**Pinellas County Sheriff - Ride
and Run with the Stars
Girl Scouts
Lokey Charities**ADVANCED DATA SOLUTIONS, INC.**
SENIOR NETWORK ENGINEER**WORK EXPERIENCE****Advanced Data Solutions, Inc.***April 2000 - present*

Jim has designed, implemented and supported a wide array of business IT solutions including mobile workforce automation, remote access, network security, email and groupware solutions, network wide threat assessments, project management and many other business technology solutions for ADS.

Connelly Insurance Group*IT Specialist 1998 - present*

Jim is the IT specialist for The Connelly Insurance Agency (CIG). With CIG, he designs, implements and supports an array of automation projects for the agency, which includes an agency-wide scanning and document management system, direct to the desktop network fax solution and Citrix Metaframe remote access system and other Agency Automation projects.

MOON Communications*IT Specialist 1996 – 1998*

Before joining CIG, Jim Watt designed, implemented and supported the LAN/WAN infrastructure for MOON Communications. It supported patient medical records with security and fault tolerance in mind, implemented MOON's main computer room consisting of DEC Alpha 4100 servers with DEC Storage Works.

PROFESSIONAL SKILLS

- Cisco Certified Meraki Network Administrator
- Cisco CCNA
- Microsoft MCSE
- Digium dSse
- Apple ACTC
- SonicWall CSSA

Supplier: Advanced Data Solutions, 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: **Orange County**

Address: **201 S. Rosalind Ave**

City/State/Zip: **Orlando, FL 32801**

Contact Name: **Aneta Duhigg** Title: **N/A**

E-Mail Address: **aneta.duhigg@ocfl.net**

Telephone: **407-386-5873** Fax: **N/A**

Project Information:

Name and location of the project: **Document Imaging, Data Conversion & Custom Interface - Orlando**

Nature of the firm's responsibility on the project: **Conversion of small & large format, microfilm & fiche images**

Project duration: **July 2004- present** Completion (Anticipated) Date: **Ongoing**

Size of project: **Converting Millions of Microform, Small & Large format records and tagging metadata to various client software systems** Cost of project: **\$1.5 Million**

Work for which staff was responsible: **All prepping, scanning, indexing**

Contract Type: **RFP, renewed repeatedly after the failure of other vendors**

The results/deliverables of the project: **Converting Millions of Microform, Small & Large format records and tagging metadata to various client software systems**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Pompano Beach**

Address: **100 W. Atlantic Blvd.**

City/State/Zip: **Pompano Beach, FL 33060**

Contact Name: **Robin Byrd** Title: **Director of Growth Management**

E-Mail Address: **byrd@copbfl.com**

Telephone: **954-786-4634** Fax: **N/A**

Project Information:

Name and location of the project: **Document Imaging, Microform & System Implementation**

Nature of the firm's responsibility on the project: **Implemented document imaging sysetm. Backfile conversion of all microfilm, fiche & aperture cards. Conversion of small & large format documents.**

Project duration: **2002 - present** Completion (Anticipated) Date: **Ongoing**

Size of project: **Converting Millions of Microform, Small & Large format records and tagging metadata to various client software systems** Cost of project: **\$500 Thousand**

Work for which staff was responsible: **All levels of labor required - never outsourced**

Contract Type: **State Contract & Other Contracts - RFPs**

The results/deliverables of the project: **Converting Millions of Microform, Small & Large format records and tagging metadata to various client software systems**

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 Homestead**

Address: **650 NE 22nd Terrace**

City/State/Zip: **Homestead, Florida 33033**

Contact Name: **Elizabeth Sewell** Title: **City Clerk**

E-Mail Address: **esewell@cityofhomestead.com**

Telephone: **305-224-4442** Fax: **305-224-4459**

Project Information:

Name and location of the project: **Homestead**

Nature of the firm's responsibility on the project: **Converting Millions of Small & Large format records and tagging metadata to various client software systems. Records were covered in mold and required sterilization and restoration.**

Project duration: **2013** Completion (Anticipated) Date: **2016**

Size of project: **Converting Millions of Small & Large format records and tagging metadata to various client software systems** Cost of project: **\$300 Thousand**

Work for which staff was responsible: **All levels of labor required - never outsourced**

Contract Type: **RFP - Competitive Process**

The results/deliverables of the project: **Converting Millions of Small & Large format records and tagging metadata to various client software systems**

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

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

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

TAB 4 - FIRMS UNDERSTANDING & APPROACH TO THE WORK - 30 PTS

CITY OF PEMBROKE PINES REQUIREMENT	
The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.	
1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.	
Please see above detailed approach.	
2. Please clearly describe all aspects of the project proposed.	
Please see above detailed approach.	
3. Include details of your approach and work plans, including <ul style="list-style-type: none"> i. On-Site Back Scanning & Media Conversion ii. Off-Site Back Scanning & Media Conversion, including method of transporting documents to and from the site. iii. Back Scanning of Student Records iv. Back Scanning of Employee Records v. Back Scanning of Government Documents vi. Back Scanning of Large Format Documents (Building Plans, etc.) vii. Media Conversion of microfiche and microfilm. viii. Any other relevant items. 	
Please see above detailed approach.	
4. Identify any issues or concerns of significance that may be appropriate.	
We see not issues or concerns.	
5. Estimated project timeline and assumptions.	
Our throughput is 200 boxes of documents per week which approximates nearly a half million pages per week. Timelines will be established by department, batch, and record type. Microfilm and Microfiche conversions will be considered separately. As a general rule, we can process 25 rolls of film per day and hundreds of microfiche cards. Project timelines will be established for this function when samples and be converted and efforts analyzed.	
6. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	
We have successfully completed countless conversion projects for Florida municipalities since inception in March 1999. Our business model has been specifically designed for projects identical to yours and for City and County government. There is absolutely nothing new in your requirements that we haven't done countless times before. We want you to call our references and come for a site visit to observe our projects and the actual work being performed for multiple cities each and every day.	



CONTACT INFORMATION FORM

IN ACCORDANCE WITH "RFP # AD-15-03" dated July 12, 2016 titled "Back Scanning and Media Conversion Project" 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: Advanced Data Solutions, Inc.
 STREET ADDRESS: 141 Scarlet Blvd. Ste. A.
 CITY, STATE & ZIP CODE: Oldsmar, FL 34677

PRIMARY CONTACT FOR THE PROJECT:

NAME: Melody S. Engle TITLE: President
 E-MAIL: mengle@adssus.net
 TELEPHONE: 813-855-3545 FAX: N/A

AUTHORIZED APPROVER:

NAME: Melody S. Engle TITLE: President
 E-MAIL: mengle@adssus.net
 TELEPHONE: 813-855-3545 FAX: N/A
 SIGNATURE: JM Engle

B) Proposal Checklist

To be eligible to respond to this RFP, the proposing firm(s) shall have the processing facility within State of Florida and have a minimum of five years' 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.

Does your firm meet his requirement?

Yes	<input checked="" type="checkbox"/>
Yes	<input checked="" type="checkbox"/>
Yes	<input checked="" type="checkbox"/>

Do all prices include pickup and delivery charges?

Did you also submit an itemized per unit price list for any additional cost above and beyond the initial scope of work?

**C) Proposal Form**

Note - All pricing below must include pickup and delivery charges:

Administration				
#	Item	Est. Qty.	Unit Price Off-Site	Unit Price On-Site
1	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	360,000	0.0285	0.069
2	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	70,000	0.3200	.69
3	Unit cost/per scanned image, of 35mm/16mm rolled microfilm. 592 rolls of microfilm required to be converted to electronic format with approximately 500 images per roll. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	296,000	0.0300	.0425
4	Unit cost/per scanned image of 35 mm/16mm microfilm jackets. Estimated 22250 microfilm jackets and/or aperture cards containing both 35mm and 16mm images. Approximately 20 images per jacket. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	445,000	0.0650	.085
5	Unit cost/per scanned image, of Student Record files. Estimated 5500 student files containing an average of 80 pages each. Includes prepping and indexing. Cost for this line item is for scanning documents at Contractor's facilities.	440,000	0.0285	0.069
Public Services Department				
6	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	599,720	0.0285	0.069
7	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	230,325	0.3200	.69
Fire Department				
8	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	10,000	0.0285	0.069
9	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	2,500	0.3200	.69
Planning Department				
10	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	33,750	0.0285	0.069
11	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	11,250	0.3200	.69



Proposers shall also submit an itemized, per unit, price list for any additional cost above and beyond the initial scope of work, including separate prices for scanning specific page sizes in color or black and white, separate prices for OCR documents, separate prices for additional fields for indexing, etc. These additional services may be used for additional Departments that require back scanning services or for additional requirements that are not covered under the current scope of work.

ADDITIONAL COSTS

Color Scanning

ADS will not charge for color scanning when 5% or less of the documents have this requirement. This is just standard practice and more of a tedious billing exercise for something we consider "Best Practice."

Color scanning in excess of 5% will be charged as follows:

Small Format \$0.08 Per Page (on and off site)

Large Format \$2.50 Per Page (on and off site)

Optical Character Recognition (OCR)

ADS will not charge for OCR output.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH "RFP # AD-15-03" dated July 12, 2016 titled "Back Scanning and Media Conversion Project" 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: Advanced Data Solutions, Inc.

STREET ADDRESS: 141 Scarlet Blvd. Ste. A.

CITY, STATE & ZIP CODE: Oldsmar, FL 34677

PRIMARY CONTACT FOR THE PROJECT:

NAME: Melody S. Engle TITLE: President

E-MAIL: mengle@adsus.net

TELEPHONE: 813-855-3545 FAX: N/A

AUTHORIZED APPROVER:

NAME: Melody S. Engle TITLE: President

E-MAIL: mengle@adsus.net

TELEPHONE: 813-855-3545 FAX: N/A

SIGNATURE: Melody S. Engle

B) Proposal Checklist

To be eligible to respond to this RFP, the proposing firm(s) shall have the processing facility within State of Florida and have a minimum of five years' 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.

Does your firm meet his requirement?

Yes

Do all prices include pickup and delivery charges?

Yes

Did you also submit an itemized per unit price list for any additional cost above and beyond the initial scope of work?

Yes

**C) Proposal Form**

Note - All pricing below must include pickup and delivery charges:

Administration				
#	Item	Est. Qty.	Unit Price Off-Site	Unit Price On-Site
1	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	360,000	0.0285	0.069
2	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	70,000	0.3200	.69
3	Unit cost/per scanned image, of 35mm/16mm rolled microfilm. 592 rolls of microfilm required to be converted to electronic format with approximately 500 images per roll. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	296,000	0.0300	.0425
4	Unit cost/per scanned image of 35 mm/16mm microfilm jackets. Estimated 22250 microfilm jackets and/or aperture cards containing both 35mm and 16mm images. Approximately 20 images per jacket. Some images contain 3 images filmed as one image, each of these 3 images are required to be scanned separately. Includes prepping and indexing.	445,000	0.0650	.085
5	Unit cost/per scanned image, of Student Record files. Estimated 5500 student files containing an average of 80 pages each. Includes prepping and indexing. Cost for this line item is for scanning documents at Contractor's facilities.	440,000	0.0285	0.069
Public Services Department				
6	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	599,720	0.0285	0.069
7	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	230,325	0.3200	.69
Fire Department				
8	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	10,000	0.0285	0.069
9	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	2,500	0.3200	.69
Planning Department				
10	Unit cost/per scanned image, standard size documents, up to 11" x 17", includes prepping and indexing.	33,750	0.0285	0.069
11	Unit cost/per scanned image, for large format drawings, includes prepping and indexing.	11,250	0.3200	.69

* Proposers shall also submit an itemized, per unit, price list for any additional cost above and beyond the initial scope of work, including separate prices for scanning specific page sizes in color or black and white, separate prices for OCR documents, separate prices for additional fields for indexing, etc. These additional services may be used for additional Departments that require back scanning services or for additional requirements that are not covered under the current scope of work.

(OFFICE USE ONLY) Vendor number:

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

Vendor Information Form

Operating Name (Payee)	Advanced Data Solutions, Inc.		
Legal Name (as filed with IRS)	Same as above		
Remit-to Address (For Payments)	141 Scarlet Blvd Ste A Oldsmar, FL 34677		
Remit-to Contact Name:	Melody Engle	Title:	President
Email Address:	mengle@adsus.net		
Phone #:	813-855-3545	Fax #	N/A
Order-from Address (For purchase orders)	Same as above		
Order-from Contact Name:	Same as above	Title:	Same as above
Email Address:	"		
Phone #:	"	Fax #	"
Return-to Address (For product returns)	"		
Return-to Contact Name	"	Title:	"
Email Address:	"		
Phone #:	"	Fax #	"
Payment Terms:	Net 30		

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: 59-3565568

Social Security No.:

Name of Applicant / Signature

Title of Applicant

Date 8/22/16

W-9

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Advanced Data Solutions, Inc.

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

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

Individual/sole proprietor or Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ►

5 Address (number, street, and apt. or suite no.)

141 Scarlet Blvd. Ste. A.

Requester's name and address (optional)

6 City, state, and ZIP code

Oldsmar, FL 34677

7 List account number(s) here (optional)

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.)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
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OR

Employer identification number

59	-	3	5	6	5	5	6	8
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Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

**Sign
Here**

Signature of
U.S. person ►

Date ►

8/19/14

General Instructions

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

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

Purpose of Form

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

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

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

• Form 1099-C (canceled debt)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



(OFFICE USE ONLY) Vendor number:
 Please complete this vendor information form entirely along with the
 IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	Advanced Data Solutions, Inc.		
Legal Name (as filed with IRS)	Same as above		
Remit-to Address (For Payments)	141 Scarlet Blvd Ste A Oldsmar, FL 34677		
Remit-to Contact Name:	Melody Engle	Title:	President
Email Address:	mengle@adsus.net		
Phone #:	813-855-3545	Fax #	N/A
Order-from Address (For purchase orders)	Same as above		
Order-from Contact Name:	Same as above	Title:	Same as above
Email Address:	"		
Phone #:	"	Fax #	"
Return-to Address (For product returns)	"		
Return-to Contact Name	"	Title:	"
Email Address:	"		
Phone #:	"	Fax #	"
Payment Terms:	Net 30		

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: 59-3565568
 Social Security No.:

Name of Applicant / Signature Melody S. Engle

Title of Applicant President

Date 8/22/16

Supplier: Advanced Data Solutions, Inc.

City of Pembroke Pines

Attachment C**NON-COLLUSIVE AFFIDAVIT****BIDDER is the Owner/President,**

(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 **Melody S. Engle**Title **President**Name of Company **mengle@adsus.net**

Supplier Response Form



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature Melody Engle *Title PresidentName of Company Advanced Data Solutions, Inc *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username corloskiPassword * Save Take Exception Close

* Required fields

Supplier: Advanced Data Solutions, Inc.

City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **Advanced Data Solutions Inc.** (name of entity submitting sworn statement) whose business address is **141 Scarlet Blvd.** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3565568**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Melody S. Engle** and my
(Please print name of individual signing)
relationship to the entity named above is **self (Owner/President)**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

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

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

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

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

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

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

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

Melody S Engle

Bidder's Name/Signature

Advanced Data Solutions, 08/22/2016

Inc.

Company

Date

Supplier Response Form

City of Pembroke Pines

Attachment D

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

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

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

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

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

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

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

-----*-----
Melody Engle
Bidder's Name/Signature

-----*-----
Advanced Data Solutions, Inc.
Company

-----*-----
09-26-16
Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **corloski**

Password *-----

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier: Advanced Data Solutions, Inc.



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

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

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

COMPANY NAME: Advanced Data Solutions Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: **Melody S. Engle**

Supplier Response Form



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

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

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

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

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

COMPANY NAME: Advanced Data Solutions, Inc. *

PRINTED NAME / AUTHORIZED SIGNATURE: Melody Engle *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **corloski**

Password *

Save

Take Exception

Close

* Required fields

Supplier: Advanced Data Solutions, Inc.



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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

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

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

COMPANY NAME: Advanced Data Solutions Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: **Melody S. Engle**

Supplier Response Form



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

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

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

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

COMPANY NAME: *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier: Advanced Data Solutions, Inc.



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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

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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

A. Contractor currently complies with the requirements of this section; or

B. Contractor will comply with the conditions of this section at the time of contract award; or

C. Contractor will not comply with the conditions of this section at the time of contract award:
or

D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

- 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- 4. The Contractor is a governmental agency;

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

COMPANY NAME: Advanced Data Solutions Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: **Melody S. Engle**

Supplier Response Form



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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

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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

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

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

COMPANY NAME: *

AUTHORIZED OFFICER NAME / SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **corloski**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier: Advanced Data Solutions, Inc.

City of Pembroke Pines

Attachment H**PROPOSER'S QUALIFICATIONS STATEMENT**

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

PROPOSER'S Name and Principal Address:

**Advanced Data Solutions, Inc.
141 Scarlet Blvd. Suite A
Oldsmar, FL 34677**

Contact Person's Name and Title: **Melody S. Engle**

Contact Person's E-mail Address: **mengle@adsus.net**

PROPOSER'S Telephone and Fax Number: **8138553545**

PROPOSER'S License Number: **P99000027036**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **59-3565568**

Number of years your organization has been in business **16**

State the number of years your firm has been in business under your present business name **16**

State the number of years your firm has been in business in the work specific to this solicitation: **16**

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

Melody S. Engle, Owner/President

The business is a: Sole Proprietorship Partnership Corporation

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

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

N/A

At what address was that business located?

N/A

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

Brown & Brown of Florida, 83 Park Place Blvd., Suite 101, Clearwater, FL 33759

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

N/A

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

No, we did not personally inspect the work, however, we do have a plan for it's 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).

No Subcontractors Utilized

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.

N/A

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).

N/A

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.

N/A

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.

N/A

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

N/A

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

Original provider

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

N/A

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

Please see references.

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.

Advanced Data Solutions Inc.

(Company Name)

Melody S. Engle

(Printed Name/Signature)

Supplier Response Form



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

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

PROPOSER'S Name and Principal Address:

Advanced Data Solutions, Inc.
141 Scarlet Blvd. Suite A
Oldsmar, FL 34677

*

Contact Person's Name and Title: *

Contact Person's E-mail Address: *

PROPOSER'S Telephone and Fax Number: *

PROPOSER'S License Number: *

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

PROPOSER'S Federal Identification Number: *

Number of years your organization has been in business *

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

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

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

Melody Engle, President/Owner

The business is a: Sole Proprietorship Partnership Corporation

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

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

N/A

*

At what address was that business located?

N/A

*

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

Brown & Brown
83 Park Place Blvd Suite 101
Clearwater FL 33759
727-450-7119

*

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?
Did not personally inspect.

*

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

No.

*

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

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

N/A

*

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).

N/A

*

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(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.

N/A

*

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.

N/A

*

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

N/A

*

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

Original Provider

*

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

N/A

*

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

See References Attachment K

*

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.

Advanced Data Solutions, Inc. *
(Company Name)
Melody Engle *
(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username corloski

Password *

* Required fields

TAB 8 - ADDITIONAL INFORMATION / REFERENCE LETTERS

FISCAL AND ADMINISTRATION DIVISION
ANETA J. DUHIGG, SENIOR BUSINESS SYSTEMS ANALYST
201 South Rosalind Avenue Orlando, Florida 32801
407-836-5873

December 23, 2014

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our conversion services since 2004.

This company is truly magnificent. They work on very short deadlines and deliver, all of their work is done right and if there are any mistakes they correct them with a smile. It is a pleasure to work with Kay and Melody.

They have converted and indexed millions (approx 20 million) of Growth Management, Public Works, Environmental Protection and Planning and Zoning paper, large prints, microfilm and microfiche files since the contract began. Most of this work was performed over the last three years.

Thank you,

A handwritten signature in black ink that reads "Aneta J. Duhigg".

Aneta J. Duhigg
Senior Business Systems Analyst
DM Administrator



Development Services Department
Robin M. Bird, Development Services Director

City of Pompano Beach, Florida

100 West Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.788.4650 | f: 954.788.4044

December 27, 2014

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our conversion services since 2002.

They have converted (approx. 10 Million) and indexed millions of microfilm, small format and large format prints for the Growth Management and other departments within the City.

It has been a pleasure working with their management and staff for so many years.

Thank you,

A handwritten signature in black ink, appearing to read "Robin M. Bird".

Robin M. Bird
Development Services Director



January 27, 2015

To Whom It May Concern,

Advanced Data Solutions, Inc. has been a trusted purveyor of Bloomin' Brands since 2011 providing all services related to conversion and imaging needs.

This company provides excellent quality and services. Providing daily pick-ups, scanning indexing, and upload services related to our vendor payable files for close to 1,000 domestic restaurants and corporate offices. During 2014, we transitioned to a new financial system and ADS was a true partner developing new technology to fit our new processes and data platform. They definitely have the staff and expertise to handle large scale and complex initiatives. Working with their team is always a good experience and comes highly recommended.

Thank you,

A handwritten signature in black ink, appearing to read 'BS'.

Bill Sizemore
Manager, Procure to Pay



Kasim Reed
Mayor

Miguel Southwell
Aviation General Manager

July 10, 2015

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our records conversion services since early 2012.

They have converted hundreds of thousands of small and large format plan documents to digital format for the airport in a very timely manner. They perform routine pick-ups and converted large batches in a matter of only a few days. They quickly respond to program or metadata changes and provide records requests within minutes.

It is a pleasure working with their staff.

Thank you

Annette Williams

Document Control Manager

Department of Aviation – Planning & Development





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2016

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

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

PRODUCER	Hub International Southeast 600 Cleveland Street Suite 600 Clearwater, FL 33755	CONTACT NAME: PHONE (A/C, No, Ext): (727) 797-0441	FAX (A/C, No): (727) 669-0673
		E-MAIL ADDRESS:	
INSURED	Advanced Data Solutions , Inc. Melody Shearin Engle 141 Scarlet Blvd, Ste A Oldsmar, FL 34677	INSURER(S) AFFORDING COVERAGE	
		INSURER A : Owners Insurance Company	
		INSURER B : Allied World National Assurance Company	
		INSURER C : Allied World Assurance Co Inc	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	X	4795673300	04/04/2016	04/04/2017	EACH OCCURRENCE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	OTHER:					MED EXP (Any one person)	\$	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY					PERSONAL & ADV INJURY	\$	
	Hired AUTOS ONLY					GENERAL AGGREGATE	\$	
	UMBRELLA LIAB					PRODUCTS - COMP/OP AGG	\$	
	EXCESS LIAB					COMBINED SINGLE LIMIT (Ea accident)	1,000,000	
DED	BODILY INJURY (Per person)	\$						
RETENTION \$	BODILY INJURY (Per accident)	\$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	PROPERTY DAMAGE (Per accident)	\$						
B Professional Liab	E.L. EACH ACCIDENT	\$						
C Cyber Liability	E.L. DISEASE - EA EMPLOYEE	\$						
	E.L. DISEASE - POLICY LIMIT	\$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pembroke Pines as additional insured with regards to General liability and Cyber liability.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
Procurement Division
8300 South Palm Drive
Pembroke Pines, FL 33025

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

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 19.

File Number: 16-0483

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 226,858.08

Introduced: 12/05/2016

File Name: Award RFP # AD-15-03 "Back Scanning and Media Conversion Project"

Final Action: 12/14/2016

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFP # AD-15-03 "BACK SCANNING AND MEDIA CONVERSION PROJECT" TO ADVANCED DATA SOLUTIONS, INC. IN THE ESTIMATED ANNUAL AMOUNT OF \$226,858.08.

Notes:

Attachments: 1. Draft Agreement **Agenda Date:** 12/14/2016
2. Meeting Minutes and Score Sheets - Evaluation **Agenda Number:** 19.
Committee Meeting (2016-11-23) **Enactment Date:**
3. AD-15-03 - Bid Tab - Information **Enactment Number:**
4. AD-15-03 - Bid Tab - Pricing
5. Submittal from Advanced Data Solutions, Inc.
6. AD-15-03 - Back Scanning and Media Conversion

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	12/14/2016	approve	Aye: 5 Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo, Commissioner Schwartz and Commissioner Siple Nay: 0			Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. On May 18, 2016, the City Commission authorized the advertisement of RFP # AD-15-03 "Back Scanning and Media Conversion Project", which was later advertised on July 12, 2016.
2. On September 27, 2016, the City opened twelve (12) proposals from the following vendors (listed in alphabetical order):

- ABC Imaging of Washington, Inc.
- Advanced Data Solutions
- Grid Systems USA, LLC.

- GRM Information Management Services, Inc.
- Image One Corporation
- Imagenet, LLC
- Pioneer Technology Group, LLC.
- Ricoh USA, Inc.
- Scanning America, Inc.
- Superior Office Services, LLC.
- The DRS Group of Florida
- Total Document Solutions, Inc.

3. On November 23, 2016, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Experience and Ability (30 Points)
- Firm's Understanding and Approach to the Work (30 Points)
- Project Cost (35 Points)
- Local Vendor Preference/Veteran Owned Small Business Preference (5 Points)

4. At the November 23, 2016 meeting, the evaluation committee ranked the vendors as shown below:

Rank	Vendor Name
1	Advanced Data Solutions
2	The DRS Group of Florida
3	Total Document Solutions, Inc.
4	Scanning America, Inc.
5	Ricoh USA, Inc.
6 (Tie)	Image One Corporation
6 (Tie)	Pioneer Technology Group, LLC.
7 (Tie)	Imagenet, LLC
7 (Tie)	Grid Systems USA, LLC.
8	Superior Office Services, LLC.
9	ABC Imaging of Washington, Inc.
10	GRM Information Management Services, Inc.

5. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend to the City Commission that they award the contract to the top ranked vendor, Advanced Data Solutions, Inc., for RFP # AD-15-03 "Back Scanning and Media Conversion Project."

6. Advanced Data Solutions, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

7. The estimated cost shown below utilizes the per unit pricing that Advanced Data Solutions, Inc., with the estimated quantities provided by the City Clerk's Department, along with the plan to conduct all of the services off-site, with the exception of the Student Records which will be done on-site:

<u>Department</u>	<u>Description</u>	<u>Site</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Amount</u>
Administration	Standard Documents	Off-Site	360,000	\$ 0.02850	\$ 10,260.00
Administration	Large Format Drawings	Off-Site	70,000	\$ 0.32000	\$ 22,400.00
Administration	Rolls of Microfilm	Off-Site	296,000	\$ 0.03000	\$ 8,880.00
Administration	Microfilm Jkts./Appt. Cards	Off-Site	445,000	\$ 0.06500	\$ 28,925.00
Administration	Student Records	On-Site	440,000	\$ 0.06900	\$ 30,360.00
Public Services	Standard Documents	Off-Site	599,720	\$ 0.02850	\$ 17,092.02
Public Services	Large Format Drawings	Off-Site	230,325	\$ 0.32000	\$ 73,704.00
Fire Department	Standard Documents	Off-Site	10,000	\$ 0.02850	\$ 285.00
Fire Department	Large Format Drawings	Off-Site	2,500	\$ 0.32000	\$ 800.00
Planning Department	Standard Documents	Off-Site	33,750	\$ 0.02850	\$ 961.88
Planning Department	Large Format Drawings	Off-Site	11,250	\$ 0.32000	\$ 3,600.00
					\$ 197,267.90

8. The City Clerk's Department would like to add a 15% owner's contingency to the project to cover any additional services needed for additional departments along with any changes in estimated quantities, which would increase the total estimated cost from \$197,267.90 to \$226,858.08.

9. In addition, the City Clerk's Department would like to enter into a two year agreement, with two additional two year renewal terms, utilizing the per unit pricing at an annual estimated amount of \$226,858.08 , to be used on an as needed basis to cover any additional departments and services that may be needed in future years.

10. Request Commission to approve the findings and recommendation of the Evaluation Committee and to award RFP # AD-15 -03 "Back Scanning and Media Conversion Project" to Advanced Data Solutions, Inc. in the estimated annual amount of \$226,858.08.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$226,858.08 estimated annually.
- b) **Amount budgeted for this item in Account No:** There is \$233,549 available in account # 1-519-1001-34050 (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:** Contract is for an initial two year period, with two additional two year renewal terms.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$226,858.08	\$226,858.08	N/A	N/A	N/A
Net Cost	\$226,858.08	\$226,858.08	N/A	N/A	N/A

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