

**XGD Systems, LLC**

Bid Contact **Mike Kalman**  
**mkalman@xgd.systems**  
**Ph 800-330-0084**

Address **415 NW Flagler Ave**  
**Unit 302**  
**Stuart, FL 34994**

Supplier Code 263385

Qualifications **FED-LOBBY&DEBAR FL-EVERIFY PP-DRUGFREE PP-EQUAL PP-HUBZONE PP-LBTR PP-LOCAL PP-MBE PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9 PP-WBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
RE-21-04--01-01	Total cost to complete the renovation of field 5&6	<b>Supplier Product Code:</b>	<b>First Offer - \$1,142,092.72</b>	1 / project <b>\$1,142,092.72</b>	<b>Y Y</b>

Supplier Total **\$1,142,092.72**

**XGD Systems, LLC**

Item: **Total cost to complete the renovation of field 5&6**

**Attachments**

Bid bond for submission online.pdf

Attachment\_L\_-\_SOV\_Template FILLED IN.pdf



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

XGD Systems, LLC  
415 Flagler Avenue, Suite 302,  
Stuart, FL 34994

**SURETY:**

*(Name, legal status and principal  
place of business)*

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800,  
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5% of Amount Bid)

**PROJECT:** West Pines Soccer Park Renovation of Fields 5 & 6  
Bid No. RE-21-04

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of July, 2021

*(Witness)*

*(Witness)*

XGD Systems, LLC  
*(Principal)*

*(Seal)*

*(Title)*

Atlantic Specialty Insurance Company  
*(Surety)*

*(Seal)*

*(Title) Angelo G. Bervos, Attorney-in-Fact*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Donald W. Burden, David C. Lange, Angelo G. Zervos, Gus E. Zervos, Michael G. Zervos, Stephen M. Zervos, Tammy R. Pittman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

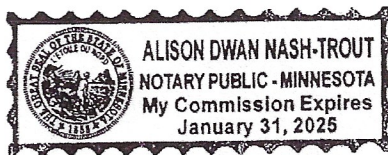
STATE OF MINNESOTA  
HENNEPIN COUNTY




By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of July, 2021

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)

DRAFT

## AIA® Document G703™ - 1992

## Attachment L - Template SOV

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	\$ 16,852.85							
	Clearing and Grubbing	\$ 24,978.73							
	Demolition	\$ 35,711.71							
	Earthwork	\$ 32,038.05							
	Drainage	\$ 222,980.25							
	Irrigation and repairs to other existing infrastructure	\$ 191,380.13							
	Site Improvements (sidewalks, shade structures, etc.)	\$ 72,481.68							
	Sand/Top Soil	\$ 413,764.24							
	Maintenance	\$ 10,033.36							
	Insurance	\$ 500.00							
	Overhead/Profit	\$ 121,311.72							
	TOTAL	\$1,142,092.72							
	ALTERNATIVES	\$ 3,948.55							
	Deductive Alternate (Credit): Raising the bottom of the exfiltration trenches between CB 5 and CB 7 and CB 6 and CB 8 from -9.0' to +0.0'	\$ (2,332.69)							

	Additive Alternate (Add): Adding one (1) collection manhole between CB 5 and CB 7 and one (1) collection manhole between CB 6 and CB 8.	\$ 5,854.28							
	Additive Alternate (add): Installation of a filter fabric layer at the interface of the #57 stone and the Select Backfill in the Exfiltration Trenches. (Note: "Select Backfill" (Drawings) is equal to "Engineered Fill" (Specifications))	\$ 426.96							

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Supplier: **XGD Systems, LLC**



City of Pembroke Pines

Attachment B

**NON-COLLUSIVE AFFIDAVIT**

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

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

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

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

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

Printed Name/Signature **Geoff Corlett**

Title **CEO**

Name of Company **XGD Systems, LLC**

Supplier: **XGD Systems, LLC**

**PROPOSER'S BACKGROUND INFORMATION**

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

**None**

2) At what address was that business located?

**N/A**

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

**No**

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

**Yes**

5) 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.

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

**None**

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

**None**

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

**None**

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



**None**

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

**Prime contractor**

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

**No**

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

**We have completed multiple athletic field and high quality turf projects throughout Florida and would be happy to share specific project information and references if needed**

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 may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

**XGD Systems, LLC**

(Company Name)

**mkalman@xgd.systems**

(Printed Name/Signature)

Supplier: **XGD Systems, LLC**

### **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 North Port, FL**

Address: **4970 City Hall Blvd**

City/State/Zip: **North Port, FL**

Contact Name: **Derek Applegate** Title: **Project Manager**

E-Mail Address: **dapplegate@cityofnorthport.com**

Telephone: **941 628-8329** Fax:

#### **Project Information:**

Name of Contractor Performing the work: **XGD Systems, LLC**

Name and location of the project: **Butler Park Multi-Use Sports Field Renovations Project, 6201 West Price Blvd, North Port**

Nature of the firm's responsibility on the project: **Prime Contractor**

Project duration: **6 months** Completion (Anticipated) Date: **Dec 2017**

Size of project: **\$1,536,390** Cost of project: **\$1,738,818**

Work for which staff was responsible: **Conversion of baseball fields to multi-use fields, parking lot, fencing, servicing**

Contract Type: **Lump sum/unit rates**

The results/deliverables of the project: **Successful completion**

### **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: **Martin County Board of County Commissioners**

Address: **2401 SE Monterey Rd**

City/State/Zip: **Stuart, FL**

Contact Name: **Matt Haluck** Title: **Senior Project Manager**

E-Mail Address: **mhaluck@martin.fl.us**

Telephone: **772 288-5792** Fax:

**Project Information:**

Name of Contractor Performing the work: **XGD Systems, LLC**

Name and location of the project: **Martin County Golf Course Redevelopment, Stuart, FL**

Nature of the firm's responsibility on the project: **Prime Contractor / Design Build**

Project duration: **7 months** Completion (Anticipated) Date: **Sept 2020**

Size of project: **\$2,286,404** Cost of project: **\$2,620,455**

Work for which staff was responsible: **Design and construction of new reversible 9 hole golf course and new driving range, all site works, sod and sprig install, cart paths, new golf features, greens, bunkers, tees**

Contract Type: **Design build lump sum**

The results/deliverables of the project: **Successful completion**

**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: **John's Island Club**

Address: **115 Silver Moss Drive**

City/State/Zip: **Vero Beach, FL**

Contact Name: **Greg Pheneger** Title: **Director of Golf Course Maintenance**

E-Mail Address: **gpheneger@johnsislandclub.org**

Telephone: **772 231-8600** Fax:

**Project Information:**

Name of Contractor Performing the work: **XGD Systems, LLC**

Name and location of the project: **John's Island South Course Redevelopment, Vero Beach**

Nature of the firm's responsibility on the project: **Prime Contractor**

Project duration: **4 months** Completion (Anticipated) Date: **Sept 2018**

Size of project: **\$2,214,689** Cost of project: **\$2,210,464**

Work for which staff was responsible: **Complete renovation of the south course golf course including new greens, fairways, bunkers, tees**

Contract Type: **Lump sum / unit rates**

The results/deliverables of the project: **Successful completion**

**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: **Martin School District**

Address: **1939 SE Federal Highway**

City/State/Zip: **Stuart, FL**

Contact Name: **Rob Moyer** Title: **Facilities Specialist Construction**

E-Mail Address: **moyerr@martinschools.org**

Telephone: **772 260-6803** Fax:

**Project Information:**

Name of Contractor Performing the work: **XGD Systems, LLC**

Name and location of the project: **Jensen Beach High School Ballfields  
NW Jensen Beach Blvd, Jensen Beach**

Nature of the firm's responsibility on the project: **Prime Contractor**

Project duration: **3 months** Completion (Anticipated) Date: **2019**

Size of project: **295,612** Cost of project: **339,386**

Work for which staff was responsible: **Renovation of two ballfields, grading, drainage, grassing and clay infields**

Contract Type: **Lump sum**

The results/deliverables of the project: **Successful completion**

### **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: **Martin County Board of County Commissioners**

Address: **2401 SE Monterey Rd**

City/State/Zip: **Stuart, FL**

Contact Name: **Andy Pearson** Title: **Project Manager**

E-Mail Address: **apearson@martin.fl.us**

Telephone: **772 349-2234** Fax:

#### **Project Information:**

Name of Contractor Performing the work: **XGD Systems, LLC**

Name and location of the project: **Halpatiokee Park Athletic Field Renovation, 8303 SW Lost River Road, Stuart, FL**

Nature of the firm's responsibility on the project: **Prime contractor**



Project duration: **4 months** Completion (Anticipated) Date: **Dec 2017**

Size of project: **221,554** Cost of project: **274,589**

Work for which staff was responsible: **Conversion of baseball field to new multi-use athletic field, all grading, drainage, irrigation, grassing, grow-in**

Contract Type: **Lump sum / unit rates**

The results/deliverables of the project: **Successful completion**

Supplier: **XGD Systems, LLC**



*City of Pembroke Pines*

**Attachment A**

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “RE-21-04” titled “West Pines Soccer Park Renovation of Fields 5 & 6” 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](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

**COMPANY INFORMATION:**

COMPANY: **XGD Systems, LLC**

STREET ADDRESS: **415 NW Flagler Avenue, Unit 302**

CITY, STATE & ZIP CODE: **Stuart, Florida 34994**

**PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Michael Kalman** TITLE: **COO**

E-MAIL: **mkalman@xgd.systems1**

TELEPHONE: **772 286-3419** FAX:

**AUTHORIZED APPROVER:**

NAME: **Michael Kalman** TITLE: **COO**

E-MAIL: **mkalman@xgd.systems**

TELEPHONE: **772 286-3419** FAX:

SIGNATURE: **Michael Kalman**

**B) Proposal Checklist**

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

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>
Proposal Security (Bid Bond or Cashier’s Check)	Yes <input checked="" type="checkbox"/>

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

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

**C) Sample Proposal Form**

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

Item #	Item Description	Total Cost
1)	Total cost to complete the renovation of fields 5 & 6 at the West Pines Soccer Park as specified in the IFB, including the cost to provide a payment and performance bond.	<b>Price to be Submitted Via BidSync</b>



## **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;





City of Pembroke Pines

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☐ 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: XGD Systems, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: Greg Carlett

A handwritten signature in black ink, appearing to read "Greg Carlett", written over a horizontal line.



## E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:

- a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

**XGD Systems, LLC**

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

**Geoff Corlett**

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_



**CITY OF STUART**  
**LOCAL BUSINESS TAX RECEIPT**  
2018-2019

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
13624	29916	170500

BUSINESS TYPE	CONTRACTOR - GENERAL
OWNER AND LOCATION	KALMAN, MICHAEL 415 NW FLAGLER AVE 302
ST/CTY LICENSE	CGC1526424
DESCRIPT	

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.  
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION  
OF CITY CODE OF ORDINANCES

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
100.00	0.00	0.00	0.00	100.00

BUSINESS NAME AND MAILING ADDRESS	XGD SYSTEMS LLC KALMAN, MICHAEL 415 NW FLAGLER AVE SUITE 302 STUART FL 34994
-----------------------------------	--

DATE
10/25/2018

**CHERYL WHITE**  
CITY CLERK

**KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT**

**THIS IS NOT AN INVOICE**

**THIS IS YOUR LOCAL BUSINESS TAX RECEIPT**



2020 - 2021

**MARTIN COUNTY  
BUSINESS TAX RECEIPT**

**Honorable Ruth Pietruszewski CFC, Tax Collector**  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

**Account** 2019-518-0370      **Cert**  
**Category** 518      **Sic No** 236115  
**Phone** (772)286-3419  
**Location** 415 NW FLAGLER AVE 302

**Lic Fee** 26.25  
**Penalty** 0.00  
**Coll-Fee** 0.00  
**Transfer** 0.00



**TOTAL** 26.25

KALMAN, MICHAEL

XGD SYSTEMS LLC

Has satisfied requirements to engage in the business profession  
or occupation of **518 CONTRACTOR - GENERAL**  
at location listed for the period beginning on  
September 29, 2020

XGD SYSTEMS LLC  
415 NW FLAGLER AVE SUITE 302  
STUART, FL 34994

**AND ENDING September 30, 2021**

BTR-19-00281228 PAID

**THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.**

**ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS  
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%  
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER  
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.**

**NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT  
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.**



**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**


**LOBBYING**

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
**XGD Systems, LLC**  
\_\_\_\_\_  
Contractor / Name of Company

**Geoff Corlett, CEO**  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official  
**June 24, 2021**  
\_\_\_\_\_  
Date


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**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official  
**XGD Systems, LLC**  
\_\_\_\_\_  
Contractor / Name of Company

**Geoff Corlett, CEO**  
\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official  
**June 24, 2021**  
\_\_\_\_\_  
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 a 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: XGD Systems, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: Geoff Corlett



**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Geoff Corlett, CEO, on behalf of XGD Systems, LLC  
Print Name and Title Company Name

certify that XGD Systems, LLC  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Geoff Corlett, CEO

Print Name / Title

XGD Systems, LLC

Company Name

  
Signature



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

1. This sworn statement is submitted XGD Systems, LLC  
(name of entity submitting sworn statement)  
whose business address is 415 NW Flagler Ave, Stuart, FL 34994  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
20-1254730. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is Geoff Corlett and my  
(Please print name of individual signing)  
relationship to the entity named above is CEO.
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.

☒ 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

☐ 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.)**

Geoff Corlett

Bidder's Name

XGD Systems, LLC

Company Name

Signature

July 1, 2019

Date



## VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

### SECTION 1 GENERAL TERM

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

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

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

### SECTION 2 AFFIRMATION

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

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

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

XGD Systems, LLC

Company Name

Geoff Corlett

Authorized Signer Name

Authorized Signature



**VENDOR INFORMATION FORM**

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to [accountspayable@ppines.com](mailto:accountspayable@ppines.com) to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
<b>Company Name</b> (Legal Name as filed with IRS)	XGD Systems, LLC		
<b>Doing Business As (DBA)</b>			
<b>Primary Business Address</b>	415 NW Flagler Avenue, Unit 302		
	<b>City:</b>	Stuart	
	<b>State:</b>	Florida	<b>Zip:</b> 34994
	<b>Country:</b>		
<b>Remit To Address</b>			
	<b>City:</b>		
	<b>State:</b>		<b>Zip:</b>
	<b>Country:</b>		
<b>Order From Address</b>			
	<b>City:</b>		
	<b>State:</b>		<b>Zip:</b>
	<b>Country:</b>		
<b>Foreign Entity (Yes/No)</b>	No		
<b>Telephone Number</b>	772 286-3419		
<b>Primary Company E-mail</b>	admin@xgd.systems		
<b>Fax</b>	772 286-2855		
<b>Website</b>	www.xgd.systems		
<b>DUNS</b>			
<b>Independent Contractor (Yes/No)</b>	Yes		
<b>Identification Number</b>	<b>SSN:</b>		<b>FID:</b> 20-1254730

GENERAL PAYMENT TERMS		
<b>Discount Percent</b> Defines the discount percentage the vendor extends to your organization.	<b>Days to Discount</b> Number of days which payment must be received to claim the discount percent.	<b>Days to Net</b> Number of days that the vendor allows before requiring net payment.



<b>CONTACT # 1</b>	
<b>Contact Name (First &amp; Last Name)</b>	Michael Kalman
<b>Description/Title/Position</b>	COO
<b>Phone (Voice)</b>	772 286-3419
<b>Phone (Text)</b>	772 301-9720 <b>Opt In (Y/N):</b> Y
<b>Fax</b>	772 286-2855
<b>E-mail</b>	mkalman@xgd.systems

<b>CONTACT # 2</b>	
<b>Contact Name (First &amp; Last Name)</b>	
<b>Description/Title/Position</b>	
<b>Phone (Voice)</b>	
<b>Phone (Text)</b>	<b>Opt In (Y/N):</b>
<b>Fax</b>	
<b>E-mail</b>	

<b>CONTACT # 3</b>	
<b>Contact Name (First &amp; Last Name)</b>	
<b>Description/Title/Position</b>	
<b>Phone (Voice)</b>	
<b>Phone (Text)</b>	<b>Opt In (Y/N):</b>
<b>Fax</b>	
<b>E-mail</b>	

<b>MINORITY BUSINESS ENTERPRISE</b>			
<b>MBE Classifications</b>	<b>Yes</b>	<b>Certifying Agency</b>	<b>Expiration</b>
<b>African American</b>			
<b>Asian American</b>			
<b>Disadvantage Business</b>			
<b>Hispanic American</b>			
<b>HubZone / Labor Surplus Area</b>			
<b>Minority Owned Business</b>			
<b>Native American</b>			
<b>Small Business Enterprise</b>			
<b>Veteran Owned Small Business</b>			
<b>Woman Owned Business</b>			

*If you selected "Yes" to any of the above items, please attach proof of certification.*

<b>GEOGRAPHIC PREFERENCE</b>	
<b>Local Broward County Vendor</b>	
<b>Local Pembroke Pines Vendor</b>	
<b>Not a Local Broward County of Pembroke Pines Vendor</b>	

*Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.*

<b>STATE REGISTRATION</b>	
<b>Is your company registered with the State of Florida? (Y/N)</b>	Y
<b>If not, what state is your company registered in?</b>	

*Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.*



## 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:

XGD Systems, LLC

PRINTED NAME / AUTHORIZED SIGNATURE:

Graff Corlett

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>XGD Systems, LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>S</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>415 NW Flagler Avenue, Unit 302</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Stuart, Florida 34994</b>	
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
2	0	-	1	2	5	4	7	3

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date **July 1, 2019**

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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