

**AGREEMENT FOR
LAW ENFORCEMENT TRANSCRIPTION SERVICES**

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the **City of Fort Lauderdale, a Florida municipality**, (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Perry Johnson & Associates, Inc., a Nevada corporation authorized to transact business in Florida**, (“Contractor,” “Company” or “Parties”), whose address and phone number are **1489 W. Springs Rd. Suite 110, Henderson, Nevada, 89012, Phone: 800-803-6330, Email: tmartindale@pjats.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12507-523, LAW ENFORCEMENT TRANSCRIPTION SERVICES, including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated April 8, 2021 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **October 1, 2021 and shall end on September 30, 2022. The City reserves the right to extend the contract for three additional one-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective

immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims

and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended

or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Bradley Weissman, Assistant City Attorney

WITNESSES:

Perry Johnson & Associates, Inc.

Signature

By: _____
Jeffrey Hubbard, President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Jeffrey Hubbard** as **President** for **Perry Johnson & Associates, Inc.**, a **Nevada corporation authorized to transact business in Florida**.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12507-523

Law Enforcement Transcription Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12507-523

Law Enforcement Transcription Services

Bid Number **12507-523**
 Bid Title **Law Enforcement Transcription Services**

Bid Start Date **Mar 12, 2021 1:19:32 PM EST**
 Bid End Date **Apr 8, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Mar 25, 2021 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz, CPPB**
Procurement Administrator
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Law Enforcement Transcription Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**

Contractor must bid on all items. Partial bids will not be considered.

For further information, go to www.bidsync.com.

Added on Mar 30, 2021:

Addendum No. 1 has been issued to change contract start date and bid end date. Refer to document titled, "12507-523_Addendum_No_1".

All other terms, conditions and specifications remain unchanged.

Item Response Form

Item **12507-523--01-01 - Transcription Service (English)-Price per Page, Standard 3 Day Delivery**
 Quantity **1 each**
 Unit Price
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
 1300 W. Broward Blvd.
 Fort Lauderdale FL 33312
Qty 1

Description

Transcription Service (English), Price per Page, Standard 3 Business Days

Prior Annual quantities estimated at 70,000 pages. Prior quantities are not indicative of future use.

Item	12507-523--01-02 - Transcription Service (English to Spanish) - Price per Page
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u> 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 1

Description

Transcription Service Standard (English to Spanish) Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 100 pages. Prior quantities are not indicative of future use.

Item	12507-523--01-03 - Transcription Service (English to Creole) - Price per Page
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u> 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 1

Description

Transcription Service Standard (English to Creole) - Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 80 pages. Prior quantities are not indicative of future use.

Item	12507-523--01-04 - Transcription Service (English to All other foreign languages) - Price per Page
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u> 1300 W. Broward Blvd. Fort Lauderdale FL 33312 Qty 1

Description

Transcription Service Standard (English to all other foreign languages) - Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 500 pages. Prior quantities are not indicative of future use.

Item	12507-523--01-05 - Transcription Service (Spanish to English) - Price per Page
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Police Department/Fort Lauderdale</u>

1300 W. Broward Blvd.
Fort Lauderdale FL 33312

Qty 1

Description

Transcription Service Standard (Spanish to English) - Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 2500 pages. Prior quantities are not indicative of future use.

Item **12507-523--01-06 - Transcription Service (Creole to English) - Price per Page**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
1300 W. Broward Blvd.
Fort Lauderdale FL 33312
Qty 1

Description

Transcription Service Standard (Creole to English) - Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 2000 pages. Prior quantities are not indicative of future use.

Item **12507-523--01-07 - Transcription Service (All other foreign languages to English) - Price per Page**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
1300 W. Broward Blvd.
Fort Lauderdale FL 33312
Qty 1

Description

Transcription Service (All other foreign languages to English) - Price per Page, Standard 3 day delivery

Prior Annual quantities estimated at 500 pages. Prior quantities are not indicative of future use.

Item **12507-523--01-08 - Upcharge for Two Day Service (2 Business Days) - Price per Page**

Quantity **1 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
1300 W. Broward Blvd.
Fort Lauderdale FL 33312
Qty 1

Description

Upcharge for Two Day Service (2 Business Days) - Price per Page

Prior quantities estimated at 500 pages. Prior quantities are not indicative of future use.

Item **12507-523--01-09 - Upcharge for Next Day Service (1 Business Day) - Price per Page**

Quantity **1 each**

Unit Price

Delivery Location

City of Fort Lauderdale

Police Department/Fort Lauderdale

1300 W. Broward Blvd.

Fort Lauderdale FL 33312

Qty 1

Description

Upcharge for Next Day Service (1 Business Day) - Price per Page

Prior quantities estimated at 3000 pages. Prior quantities are not indicative of future use.

City of Fort Lauderdale
Law Enforcement Transcription Services
ITB # 12507-523

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Law Enforcement Transcription Services for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, AnnDebra Diaz, at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Bids must include pricing for transcription services in different languages. Given that the community served by the Department is multi-ethnic and cosmopolitan, the service provided must include the ability to transcribe in Creole, French and Spanish and translate into English. Given the multiple price points this may involve, it is critical to delineate cost differences within the various applications.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Sub-Contractors

2.22.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to

the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

- 2.22.3** Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.23 Bid Security – N/A

2.24 Payment and Performance Bond – N/A

2.25 Insurance Requirements

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional

Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance

requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.27 Insurance for Collection of Credit Card Payments – N/A

2.28 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety – N/A

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is

required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Approved Equal or Alternative Product Bids – N/A

2.35 Contract Period

The initial contract term shall commence upon date of award by the City or October 1, 2021, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as

compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.37 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment – N/A**2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.44 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Proposer's response to this ITB.

2.45 Service Organization Controls – N/A**2.46 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

(Attached questionnaire must be fully completed and returned with your submission)

3.1 Scope of Work

- 3.1.1 The Contractor shall provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.
- 3.1.2 Provide a website (a location on the World Wide Web/Internet) that has the capability to accept the single transfer of multiple digital audio files (Windows Media Audio format).
- 3.1.3 Contractor shall email the City within 24 hours of receipt of transferred file(s) that have been uploaded (transferred) to the website acknowledging receipt/ability to access the audio file(s).

Contractor shall return to the City via email a transcription of each uploaded digital audio file in Microsoft Word format within the twenty-four hour (expedited) or three-day (normal) delivery timeframe.

Transcripts shall be typed in Microsoft Word 97 or greater, in the following format:

- Double-spaced
 - One-inch margins
 - Font size should be 9 or 10 pica
 - Characters must be 12-point Times New Roman print
 - There should be no less than 56 characters per line on questions and answers unless the text of the speaker ends short of marginal requirements
 - Date and time of audio statement and speakers names, at top of page
 - Page numbers at bottom center of page (Page X of Y)
 - Speakers identified by their initials and their dialogue typed verbatim (only language from audio file should appear on transcript unless noted as unintelligible)
 - Transcriber initials at bottom of document.
- 3.1.4 Contractor shall submit an invoice to the City for transcript(s) as follows:
- Identify the interviewee name(s) provided by the City
 - Identify the detective names(s) provided by the City
 - Indicate the length of transcript in minutes
 - Indicate the associated charge for transcript based solely length of recording based on minute count, for standard or next-day (expedited delivery) - (as specified by the City)

3.2 Performance Standards

- The Contractor shall return all phone calls, voicemail, e-mail or pages left by Fort Lauderdale Police Department (FLPD) within eight (8) business hours.

- The Contractor shall notify FLPD within 24 hours if the Contractor is unable to open or otherwise access any e-mail or digital audio file transmitted to the Contractor by FLPD.
- The Contractor shall electronically deliver all documents due under this contract as a Microsoft Word file.
- The Contractor must ensure that all documents due under the contract with FLPD are prepared, to the extent applicable, in accordance with the Scope of Services.
- The Contractor must accept 100% of the work offered pursuant to the contract and the terms of this contract.
- The Contractor must make every effort to reduce and minimize the number of pages prepared to the extent that all documents comply with this contract.
- The Contractor shall provide accurate transcriptions. Accurate transcripts shall be defined as those transcripts with no more than an average of one error per ten pages, excluding proper pronouns.
- The Contractor should be able to demonstrate that their transcribers are qualified by having a working knowledge of Law Enforcement. The nature of our transcription requirements establishes the need for a proven track record in having qualified transcribers.
- The Contractor must be Criminal Justice Information Services (CJIS) compliant for security and confidentiality. The delivery of the work product must comply with the department's time frame.
- The Contractor must have a proven track record with other Law Enforcement Agencies that have demonstrated confidentiality of transcripts related to on-going criminal investigations, and upon request, provide three references within the field.
- The Contractor must be able to demonstrate safeguards used to protect the confidentiality of all work product.
- All transcriptions must be archived and purged after ninety (90) days.
- The Contractor shall prevent any unauthorized access to all voice files sent to them by the City. Voice files produced during a confidential investigation shall be so marked by the City, and the Contractor shall ensure all staff shall maintain the confidential nature of the voice files by not disclosing their content in any fashion other than to authorized personnel. Disclosing covers any method of dissemination including, but not limited to, verbal, written, or audio transmission.
- The delivery of the work product must comply with the department's time frame.
- Standard statements should be received back within 3 business days.
- Contractor must have rush services available, where a transcript can be received expedited – within 48 hours (two business days) and overnight within 24 hours (1 business

day). If rush services are not received within the indicated time, Contractor cannot charge the City for expedited service.

- The contractor shall proofread the completed transcripts for spelling errors and should have a quality control of 98.6% or higher.
- The Contractor should have a notification system in place to alert user that item is received, in processing, with error/blank or finished and ready download.
- The Contractor should demonstrate an organized secure database designed to keep users and downloads organized and delivery/access to the appropriate user.
- The Contractor should have experience in transferring audio and word files to and from, using a secure electronic system.
- Contractor should have experience dealing with law enforcement interviews and maintaining absolute confidence.
- Contractor should have a forced input system to capture information such as case number, Interviewee name, etc. during web upload.

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
 HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
 NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
 ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

QUESTIONNAIRE

PLEASE PRINT OR TYPE:

Firm Name: President: Business Address: Telephone: Fax: E-Mail Address: 1) How many years has your firm been in business?

2) Please provide a minimum of three of references, specifically law enforcement agencies where transcription services were/are provided. City may contact your references

(include CURRENT contact name, e-mail and telephone numbers):

Agency Name Contact Name E-mail address Phone # Agency Name Contact Name E-mail address Phone # Agency Name Contact Name E-mail address Phone # 3) What is the accuracy rate for your services? 4) Have you ever failed to complete work awarded to you? Yes ☐ No ☐

If so, where and why?

5) How many current contracts does your firm currently have for transcription services with law enforcement agencies?

6) Do you or will you sublet any part of this work? Yes ☐ No ☐

If so, list the portions or specialties:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

--

Authorized Signature

--

Title

--

Name (Printed)

--

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale

(5)

Business Name

Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED
COMPANY
PERSON:

PRINTED NAME

TITLE

SIGNATURE:

DATE:

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB No. 12507-523
TITLE: Law Enforcement Transcription Services

ISSUED: March 30, 2021

This addendum is being issued to make the following change(s):

1. Section 2.35 Contract Period shall now read:
The initial contract term shall commence upon date of award by the City ~~on~~
~~October 1, 2021, whichever is later,~~ and shall expire one year from that date. The
City reserves the right to extend the contract for three, additional one-year terms,
providing all terms conditions and specifications remain the same, both parties
agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this
contract, the Contractor shall continue the service upon the request of the City as
authorized by the awarding authority. The extension period shall not extend for
more than 180 days beyond the expiration date of the existing contract. The
Contractor shall be compensated for the service at the rate in effect when this
extension clause is invoked by the City.

2. The opening date has been changed to April 8, 2021.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB
Procurement Administrator

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12507-523 - Law Enforcement Transcription Services

Overall Bid Questions

Question 1

Will a transcription software be considered in lieu of services? (Submitted: Mar 15, 2021 10:51:25 AM EDT)

Answer

- This bid is for services, not software. (Answered: Mar 15, 2021 10:54:47 AM EDT)

Question 2

Hi Ann
Hope you are doing fine!

We have a quick question, and it's regarding payments through City's P-Card (MasterCard or Visa). Could you tell us how much would be the costs or the percentage for this?

Thanks (Submitted: Mar 19, 2021 12:58:07 PM EDT)

Answer

- The rate is a percentage determined by the volume of business and vendor's banking relationship. If the supplier banks with SunTrust Bank they can contact the branch they work with to gather information regarding merchant services. There is also a TFN, 866-958-6211 the supplier can contact. (Answered: Mar 22, 2021 11:27:06 AM EDT)

Question 3

Good afternoon,
How many lines do you consider is an average per page? (Submitted: Mar 19, 2021 4:16:02 PM EDT)

Answer

- 50 single spaced lines of text allowing for double-spaced headers in the body of the page (Answered: Mar 22, 2021 10:22:36 AM EDT)

Question 4

What are the current per-page rates? (Submitted: Mar 23, 2021 9:23:21 AM EDT)

Answer

- Standard 3 business days - \$1.70
Next Day - \$2.25
English to Spanish - \$3.95
Spanish to English - \$4.25
English to Creole - \$10.00
Creole to English - \$8.00 (Answered: Mar 23, 2021 10:28:34 AM EDT)

Question 5

Can you please clarify if the line formatting is double spaced or single spaced? (Submitted: Mar 23, 2021 12:11:38 PM EDT)

Answer

- Single Spaced (Answered: Mar 23, 2021 2:45:00 PM EDT)
- Correction: line formatting is double spaced as stated in bid specifications. (Answered: Mar 25, 2021 1:30:41 PM EDT)

Question 6

What was the total dollar spend on the contract for these services in the past 2 fiscal years? (Submitted: Mar 23, 2021 1:33:37 PM EDT)

Answer

- \$74,000 total for the past two fiscal years. (Answered: Mar 24, 2021 9:39:41 AM EDT)

Question 7

Who is the current vendor contracted for these services? (Submitted: Mar 23, 2021 1:33:55 PM EDT)

Answer

- Elite Office Solutions, Inc. FKA Professional Filing Systems, Inc. d/b/a Transcription Experts (Answered: Mar 23, 2021 4:52:59 PM EDT)

Question 8

Hello

Where can we upload some documents we need to add to the bid?

Thanks (Submitted: Mar 23, 2021 6:47:01 PM EDT)

Answer

- Please contact BidSync directly for assistance at 800-990-9339 (Answered: Mar 24, 2021 9:39:41 AM EDT)

Question 9

In regards to Section III > Scope of Work > 3.1.3 > In lieu of an email sent to the City to confirm receipt of transferred files, would the City allow for a confirmation screen that appears immediately after the successful upload? (Submitted: Mar 25, 2021 4:01:10 AM EDT)

Answer

- If the confirmation screen can be validated as being accurate from both parties, we can agree. If not, no. (Answered: Mar 25, 2021 1:07:55 PM EDT)

Question 10

In regards to Section III > Scope of Work > 3.1.3 > As email is not a secure method of transfer, would the City allow for a vendor to send a notification email once a transcript is complete that prompts the end user to log back into the secure website where the transcript can be securely downloaded? (Submitted: Mar 25, 2021 4:01:53 AM EDT)

Answer

- No (Answered: Mar 25, 2021 1:07:55 PM EDT)

Question 11

Does the City consider downloaded law enforcement recordings to the vendor's typist(s) workstation(s) for transcription to be secure? If so, what security does the City require on the workstation to protect the data?

(Submitted: Mar 25, 2021 4:07:18 AM EDT)

Answer

- The vendor should have a protected data link with the proper level of security which allows access by the Department when work must be provided and then secured when work is returned. (Answered: Mar 25, 2021 1:07:55 PM EDT)

Question 12

Thank you for the clarification on the line formatting, with that clarification can you please reconfirm the average lines per page in your reports? (Submitted: Mar 25, 2021 3:13:21 PM EDT)

Answer

- 30 lines per page for double spaced. (Answered: Mar 25, 2021 3:16:17 PM EDT)

Question 13

For Transcription Service (English to Creole), Is the Department seeking a per page price for English to be typed into English on one side of the page and then translated and transcribed into Creole on the other side of the page? Or rather, is the Department seeking a vendor to listen to a recording in English and type it directly into Creole on the resulting transcript? This question applies to all other foreign language line items on BidSync. (Submitted: Apr 1, 2021 3:04:23 PM EDT)

Answer

- For English to Creole, we are seeking a vendor to listen to a recording in English and type it directly into Creole on the resulting transcript. This applies to all other foreign languages. (Answered: Apr 1, 2021 3:09:39 PM EDT)

Perry Johnson & Associates, Inc.

Bid Contact **Shaun D Doty**
tmartindale@pjats.com
Ph 800-803-6330

Address **1489 W. Warm Springs Blvd**
STE 110
Henderson, NV 89014

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12507-523--01-01	Transcription Service (English)-Price per Page, Standard 3 Day Delivery	Supplier Product Code:	First Offer - \$1.54	1 / each	\$1.54 Y Y
12507-523--01-02	Transcription Service (English to Spanish) - Price per Page	Supplier Product Code:	First Offer - \$3.79	1 / each	\$3.79 Y
12507-523--01-03	Transcription Service (English to Creole) - Price per Page	Supplier Product Code:	First Offer - \$9.79	1 / each	\$9.79 Y
12507-523--01-04	Transcription Service (English to All other foreign languages) - Price per Page	Supplier Product Code:	First Offer - \$7.79	1 / each	\$7.79 Y
12507-523--01-05	Transcription Service (Spanish to English) - Price per Page	Supplier Product Code:	First Offer - \$4.09	1 / each	\$4.09 Y
12507-523--01-06	Transcription Service (Creole to English) - Price per Page	Supplier Product Code:	First Offer - \$7.84	1 / each	\$7.84 Y
12507-523--01-07	Transcription Service (All other foreign languages to English) - Price per Page	Supplier Product Code:	First Offer - \$7.79	1 / each	\$7.79 Y
12507-523--01-08	Upcharge for Two Day Service (2 Business Days) - Price per Page	Supplier Product Code:	First Offer - \$2.04	1 / each	\$2.04 Y
12507-523--01-09	Upcharge for Next Day Service (1 Business Day) - Price per Page	Supplier Product Code:	First Offer - \$2.04	1 / each	\$2.04 Y
Supplier Total					\$46.71

Perry Johnson & Associates, Inc.Item: **Transcription Service (English)-Price per Page, Standard 3 Day Delivery****Attachments**

PJA Responses Additional.pdf

PJA W9 2020.pdf

PJA Policies Procedures.pdf

Police Interview Sample_redacted_Redacted.pdf

Insurance COI.pdf

Perry Johnson Associates, Inc ISO 27001 Certificate-with signature.pdf

SAM Certified_2020-2021.png



Perry Johnson & Associates, Inc.
Solicitation ITB # 12507-523
Transcription Services

Perry Johnson & Associates, Inc.
Solicitation ITB 19-0037 Transcription Services

To:

AnnDebra Diaz,
Procurement Specialist
(954) 828-5949
adiaz@fortlauderdale.gov

Dear Ms. Diaz,

Please accept this response to the open ITB for transcription services.

Perry Johnson & Associates, Inc., (PJ&A) has the capability, and workforce to handle all aspects of this contract. Within this document will be concise details on each aspect of the Scope of Work, broken down to illustrate how PJ&A will handle each requirement.

PJ&A has been in the transcription industry for over 30 years, and has clients in multiple industries such as police departments, hospitals and health systems, public defenders agencies, and multiple government institutions. This well-rounded experience spread over 3 decades has helped to forge an expertise within the transcription industry that few other companies can offer. This expertise paired with PJ&A's industry leading customer service and support provide an advantage over other companies offering transcription services.

If at any time during your review you require further elaboration than what is provided within this document, please do not hesitate to reach out to me personally for clarification.

Sincerely,

Jeffrey R. Hubbard
President/CEO

Table of Contents

Qualifications and Experience 4

Work Plan..... 4

Conflict of Interest Statement 6

Delivery 6

References 7

Qualifications and Experience

As illustrated throughout the next sections of this ITB response, PJ&A has extensive experience with transcription legal and law enforcement documents. Working with the Akron PD, Kentucky State Police, Alaska Public Defenders (to include police interviews and interrogations), along with forensic and pathology reports of crime scenes and autopsies, PJ&A has garnered a deep understanding of the minutia that go into investigative documentation.

Work Plan

PJ&A currently has the capabilities in which audio files can be transferred electronically through a SFTP site, digital voice recorder uploads, or direct phone lines. PJ&A is able to work with The City of Fort Lauderdale, Florida (City) to determine the best and most secure method of audio transfer involving our secure website or DVR transfer. PJ&A is willing to adopt the current processes in place with the incumbent vendor to alleviate growing pains during the transition. PJ&A has dedicated resources ready for assignment to this project on the software engineering, IT security, and hosting teams. These resources will work with the City to ensure the most efficient and secure processes are in place. Once the transcripts have been completed, PJ&A delivers the completed transcripts to the exact specifications directed by the City.

Transcription Services:

PJ&A currently transcribes audio from countless sources and formats, including both controlled and uncontrolled. The transcription suite that PJ&A has developed allows transcriptionists to manipulate the audio to clear background noise, slow down speech rate, and utilize foot pedals to easily replay troublesome audio sections. PJ&A also has a dedicated team of editors whose sole responsibility is to review transcribed documents and further reduce the number of indecipherable words.

PJ&A will submit the completed transcript to the appropriate contact or contacts at the City for review, and if changes are requested, these changes will occur within 24hrs. Any edits or changes to the document will come at no additional cost, and are written into the quoted price for this contract. If the City opts to utilize the GEMS software application, users will be able to access documents in real-time via the internet to; review, edit, download, print, or fax straight from the application at no additional cost.

GEMS is a proprietary web-based application that PJ&A offers at no additional cost to all clients. Within GEMS, users who have been granted a unique username and password may take full advantage of the features of this application.

Authorized users will have the ability to access all documents that have been submitted for transcription to PJ&A. The amount of time a document and its audio is available within GEMS is entirely up to the City. Document lifespan and audio lifespan are each configurable separately, so if audio should be stored for 90 days, but documents should be stored for 12 months, this feature is available if needed. After the awarding of the contract, PJ&A will coordinate with the POC for the City on the proper protocols for destruction of audio and any documents.

PJ&A is also able to customize the access levels on a per user basis. Each user can be granted the ability to view documents, listen to audio, edit the documents, submit changes/requests to the transcription

team, print the document or fax the document. Each one of these features can be turned on or off per user. *Use of the GEMS platform is also optional if the City does not feel this application is necessary for its needs for this contract.*

The required format for the transcribed documents will be created into a template and submitted to all transcriptionists working on this contract to ensure all account specifics are captured within the document. The PJ&A transcription platform is able to accommodate hundreds of templates for use by the transcription team. PJ&A also utilizes a system to capture all account specifics on a per client basis for easy access by transcriptionists if ever there was a question on formatting.

A few of the requirements that all transcriptionists will follow are but not limited to:

- Double-spaced
- One-inch margins
- Font size should be 9 or 10 pica
- Characters must be 12-point Times New Roman print
- There should be no less than 56 characters per line on questions and answers unless the text of the speaker ends short of marginal requirements
- Date and time of audio statement and speakers' names, at top of page
- Page numbers at bottom center of page (Page X of Y)
- Speakers identified by their initials and their dialogue typed verbatim (only language from audio file should appear on transcript unless noted as unintelligible)
- Transcriber initials at bottom of document

Overview of Transcription Process:

Depending on the preferred process of audio transmission, PJ&A is able to accommodate multiple different ways to transfer audio files from the City to the PJ&A transcription team. Details of this process can be discussed at the Kickoff Meeting after the contract has been awarded.

Transcripts will be provided with an average of 98.6% accuracy for controlled, clean audio. In cases where the audio is garbled or faint, PJ&A transcriptionists will take every effort to reach this benchmark, but will communicate with the City if there are issues with the quality of the audio.

Corrections from the City will be addressed and handled within a 24-hour the window.

Specifications:

PJ&A will handle all transmission of documents and audio to the exact encryption and data privacy specifications of this contract. PJ&A currently provides services to government agencies that have similar requirements for data transfers, both electronic and physical, and the utmost care is put into each to ensure no processes or regulations are breached.

PJ&A has clients across all fifty states, and for this reason, is available 24 hours a day, 7 days a week. Transcriptionists work on a rotational scheduling system that ensures there is always a team available to work on submitted audio. Although the City may be closed after hours or on holidays, PJ&A will always have teams in place to handle the volume of this account. This includes the customer service and IT

Support teams as well. This 24 hour service is offered at no additional cost, and is inclusive of each contract PJ&A currently has active.

PJ&A utilizes secured client architecture providing access through an industry standard browser such as Chrome. Within the PJ&A platform, documents are encrypted using 256-byte VPN, SSL (Secured Socket Layer) or the Triple DES method. Documents and data are automatically encrypted when sent and unencrypted upon receipt. Upon logging off from the PJ&A system, all transcripts, data and voice files are removed from transcriptionist and editor PCs. Transcribed reports and audio files are password-protected and encrypted while transcriptionists and editors are working for compliance. The PJ&A encryption and removal of transcripts, data and voice files applies to remote users including at-home editors and transcriptionists as well as in-house system users.

Training:

PJ&A begins by reviewing the current transcription policies and procedures that is currently being utilized by the facility during the Kickoff Meeting. The POC for both PJ&A and the City will be present along with the lead IT Representative and Jeffrey Hubbard, the President/CEO. A New Client Documentation worksheet is thoroughly reviewed to better understand the current processes and if any helpful improvements can be made.

Once both sides have a firm understanding of the account and sample, all necessary and applicable details are relayed back to the essential personnel of the PJ&A team. PJ&A then creates a concise document referred to as Account Specifics and presents it once more to the City for any final necessary refinements.

Once the Account Specifics have been signed off on by both POCs, this information is shared with the transcription, customer service, and IT support teams. Online education sessions are held multiple times to ensure that each transcriptionist and editor is educated with the account specifics. This information is also made available via PJ&A resources so it can be easily referenced at any point and time by the transcription team should any doubts arise.

PJ&A strives to complete the final client approved Account Specifics three weeks prior to go-live, and a thorough training plan will be established after award of the contract.

Conflict of Interest Statement

PJ&A does not have any employees currently working for, or in any relationship to, current or past employees of the City.

Delivery

PJ&A will be able to begin services to the City within time requirement of this proposal. PJ&A will ensure there is no interruption of services from the date the previous vendor ends services and when PJ&A begins providing services.

References

PJ&A understands that the requirement for client references is to be law enforcement. However due to the nature of these clients almost all of these client's contracts are paid using public funds and are unable to give vendor references. The attached 3 references are however related to the work in this scope.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Perry Johnson & Associates, Inc.

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

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

☐ Other (see instructions) ►

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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.
1489 W. Warm Springs Rd. STE 110

6 City, state, and ZIP code
Henderson, NV. 89012

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

7	4	-	3	1	4	3	7	4	9
---	---	---	---	---	---	---	---	---	---

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 ► **1-2-2020**

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends or interest)
- 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.



PJ&A Policies and Procedures



Table of Contents

QUALITY POLICY	4
Introduction and Overview	5
Procedure:	5
Error Categories	5
Quality Check Sheet	6
Format Audit:	8
Difficult Dictators:	8
Audit Requirements:	9
Monthly QA Dashboard	9
DISASTER RECOVERY PLAN	10
Overview	10
System Architecture and Topology	11
Southfield Data Center	12
Grand Rapids Data Center	13
Data Backup	15
Intrusion Protection	15
Data Center Fault Tolerance Components	16
Server	16
Storage Area Network (SAN)	16
Oracle Database	16
Applications	16
Web Servers	16
Name Resolution	16
Definition of Customer Services	17
Telephone Dictation	17
GEMS	17
Patient Demographic Data Interface	17
Document Delivery Interface	17
Customer Service Disruption Thresholds	17
Telephone Dictation	18
GEMS	19
Patient Demographic Data Interface	19
Document Delivery Interface	19
Definition of 'Disaster' Conditions	20
Actions Performed for Disaster Recovery	20
Telephone Number Reroute	20
Verify Virtual Private Network (VPN)	20



Modify patient demographic data Interfaces	20
Modify Document Delivery Interface	21
Communication	21
SECURITY POLICIES & PROCEDURES	22
General Policy	23
Security Awareness and Training	23
Policies and Procedures	24
Mitigation of Breach of Security of PHI	28
DATA SECURITY INCIDENT REPORTING PROCEDURES	29
Incident Response Plan	30
Incident Response Team	30
Incident Response Team Members	30
Incident Response Team Roles and Responsibilities	30
Incident Response Team Notification	31
Breach of Personal Information - Overview	32
Definitions of a Security Incident	32
Requirements	32
Custodian (Owner) Responsibilities	33
When Notification Is Required	33
Incident Response	33
IT Security Officer	33
Notification Steps	36
Process Steps	36
Network Services	37
PJ&A Communications	37
Privacy Officer	37
Health Insurance Portability and Accountability Act of 1996 (HIPAA)	38



QUALITY POLICY



Introduction and Overview

The Quality Policy set forth below is the standard reference document regarding quality in Perry Johnson & Associates, Inc. It is clearly understood that this policy may undergo changes from time to time in order to better meet customer needs.

PJ&A commits to its ultimate clients that it will provide transcribed files that achieve a score of 99% (for accuracy) on the standard. To achieve this level of accuracy, PJ&A will review the transcribed work using a 6-point measure:

- Reports have all essential components and all required and relevant information.
- Reports are consistent both within themselves and externally, with the other parts of the patient record, should that be made available to PJ&A. Discrepancies are flagged for the dictator.
- Reports have the proper structure, format, content, spelling and grammar.
- Reports are transcribed to accurately reflect the meaning intended by the dictator, yet may be interpreted and edited by the transcriptionist in accordance with the particular client requirements.
- The subject's right to confidentiality is strictly guarded.
- Reports are timely in their completion and submission.

Procedure:

- Each transcriptionist and editor utilizes both American-English and Legal spellcheckers and dictionaries. Spell check is run on each file prior to saving it.
- Reports are verified by a format specialist to verify correct formatting.
- Transcribed files should follow the guidelines established in the AAMT Book of Style, unless the client specifies otherwise.
- Abbreviations should be spelled out where necessary.

Error Categories

When beginning a new account, 100% of the work will be edited until grades reflect 99% or above for the first 2,000 lines. Edited files will be graded based on the following 5 broad error categories:

Major Errors = 1 point

The following errors are considered Major errors:

Demographic error, Creative transcription/Inserted Text, Legal Error, Major Legal Errors, Major English Error, Comprehension Error, Wrong Template usage, and Spelling error.

Demographic error: Any error in the header or footer of the file.

Creative transcription/ Inserted Text: This refers to fabricating or "making up" dictation (words and/or phrases) when what is dictated is not clear or varies significantly from what was dictated.



Legal Error: Wrong drug name keyed in.

Major English Errors: This refers to wrong English words in the file which affects the patient care and hence is not acceptable.

Comprehension Errors: This refers to errors caused due to lack of comprehension.

Spelling Error: This error category refers to the misspelling of any words, including both legal and English words. This category also includes the use of an incorrect form of a legal word, failure to use correct combining forms, and incorrect entries from the macro expander.

Wrong Template: Using the wrong template or not using the updated template.

Minor Error = 0.50 points

Typographical: This refers to errors caused in keying in the word.

Dictated: being

Transcribed: bieng.

Formatting Error --- 0.50 points

This error category refers to certain information within the attribute page that the transcriptionist could have verified by using accessible references. This includes errors in the page setup, client specifications, and template instructions.

Grammar Error -- 0.25 points

This category identifies errors committed due to wrong usage or lack of basics of English grammar - subject-verb agreement, abbreviation use, use of proper speech (lay vs. lie), use of nouns and adjectives, use of proper singular or plural nouns, positioning modifiers, correct verb tense, etc.

Inappropriate Blanks -- 0.10 points

This error category refers to a blank that was easily understood by the evaluator. The help of another transcriptionist or helper in the department must be sought and/or other efforts exhausted before leaving a blank.

Quality Check Sheet

Transcriptionist: _____ Date: _____



Quality Associate: _____

<u>Error#</u>	<u>Description</u>	<u>Occurrences</u>	<u>Value</u>	<u>Total Error Value</u>
1.	Major Error	_____	X 1.0 =	_____
2.	Minor Error	_____	X .50 =	_____
3.	Format Error	_____	X .50 =	_____
4.	Grammar Error	_____	X 0.25 =	_____
5.	Inappropriate Blanks	_____	X 0.10 =	_____
<u>Total Error Value:</u>				_____

Error percentage = [(Total Error value) / (Number of lines)] x 100

Accuracy = 100 – Error percentage

The accounts for Perry Johnson & Associates, Inc. fall under two categories—Full-edit account and No-edit account.

- **Full-edit accounts:** All new dictators are by default begun on Full-edit status. These files are fully edited by PJ&A QA's and feedback will be provided on these files so that the transcriptionists can learn quickly.
- **No-edit accounts:** A dictator moves into no-edit status, as soon as the Transcriptionist begins delivering 99% + accuracy on a consistent basis for 2,000 lines. PJ&A expects that



the MTs will make all efforts to move a new account to No-edit status by reaching the desired quality level in 2,000 lines. Moving an account from full edit status to no edit status is done based on the discretion of the PJ&A Quality Assurance Team.

Once an account moves to no-edit status, this category of files will be randomly edited. If the quality is poor on three (3) consecutive uploads for an account that is in no-edit status, the account will be either be moved to no-pay status until 99% accuracy is attained on a consistent basis for 2,000 lines or can be moved out from the Transcriptionist.

The responsibility of the no-edit files is on the Transcriptionist. In general, once an Transcriptionist reaches No-Edit status for a specific client, they will retain that status provided the required quality is maintained on the daily random edit of documents and no client complaints are received.

Format Audit:

A format audit will also be done on a weekly basis and files that do not comply with the format requirements will be graded.

Following are the format error categories:

- Incorrect/old template used.
- Incorrect second page format information.
- Excessive space at the end of a page.
- Demographic information mismatch or missing.
- Incorrect format of salutation.
- Not adhering to client specifics.

Difficult Dictators:

If the quality of the voice files is bad for a consistent period of time, then this has to be brought to the notice of the Quality Assurance team. They will review the audio files from 2 different perspectives: a) Poor audio quality b) Poor dictation quality. If the audio files fall under “poor audio quality” category, then the Quality Assurance will take up the issue with the IT team who in turn will work the client to improve the audio quality of files. If the audio files fall under “poor dictation quality,” then the Quality Assurance team will bring it to the notice of Customer Service representatives who will then pursue the matter with the concerned clients/dictators on improving the dictation quality. The Customer Service team will also make sure that enough samples are available for tough dictators.

If the voice quality of one (1) particular file is bad, then the concerned Transcriptionist/Proof Reader will need to bring this to the notice of Quality Assurance team. They will review this file and put a note to client saying “Poor Audio Quality.”



Audit Requirements:

The PJ&A Quality Assurance team will audit 8% of randomly selected documents to ensure quality of transcribed reports.

For any transcriptionist whose sampled work does not meet the minimum 99.1% accuracy standard, PJ&A will begin monitoring a minimum of 8% of all work for a two (2) month probationary period.

- Should improvement above 99.1% not be reached within those two months, transcriptionist will be removed from account.

Monthly QA Dashboard

By the 10th of the following month, PJ&A will provide a Quality Assurance report showing the following:

- Quality measurements of each transcriptionist, included but not limited to:
 - o New transcriptionists that have been added to the account
 - o Transcriptionists on probationary period
 - o Transcriptionists removed
- Overall Quality score of completed documents
- Number of reports received
- Turnaround Time



Overview

This document provides the complete disaster recovery (DR) agreement between the customer and Perry Johnson & Associates, Inc. (PJA).

Disaster Recovery (DR) is one of the most important aspects of system design and operation. A well designed system can survive a range of failures; from small component failures to large scale natural disasters. It is important to understand how the system will survive each type of



failure; this document provides specific details about the specific actions that will be taken for each type of failure.

Within this document, the term 'Disaster Recovery' includes the following:

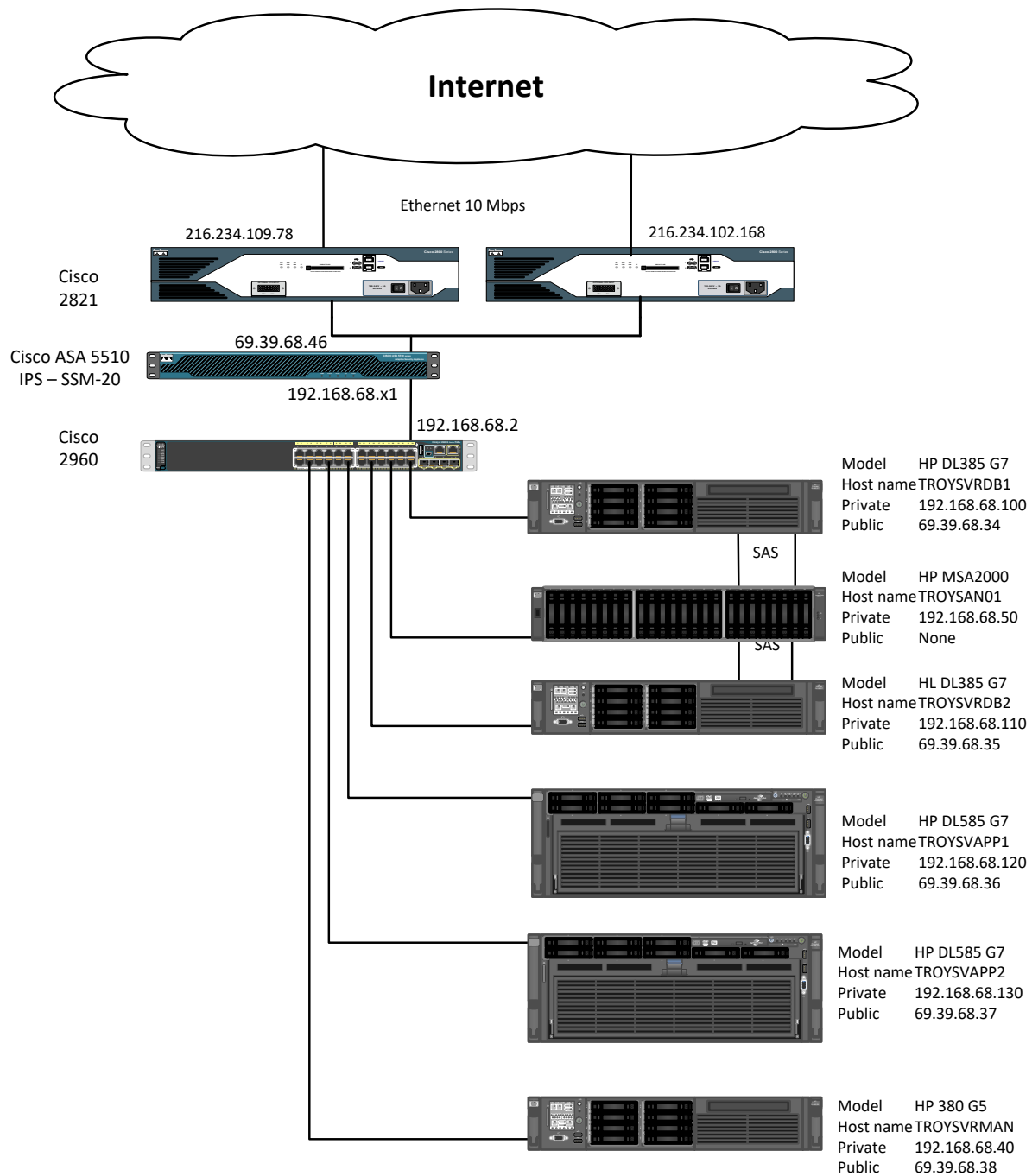
- System Architecture and Topology
- Data Center Fault Tolerance Components
- Definition of Customer Services
- Customer Service Disruption Thresholds
- Definition of 'Disaster' Conditions
- Actions Performed for Disaster Recovery
- Communication

[System Architecture and Topology](#)

The diagrams on the following pages illustrate the equipment installed at the data centers.

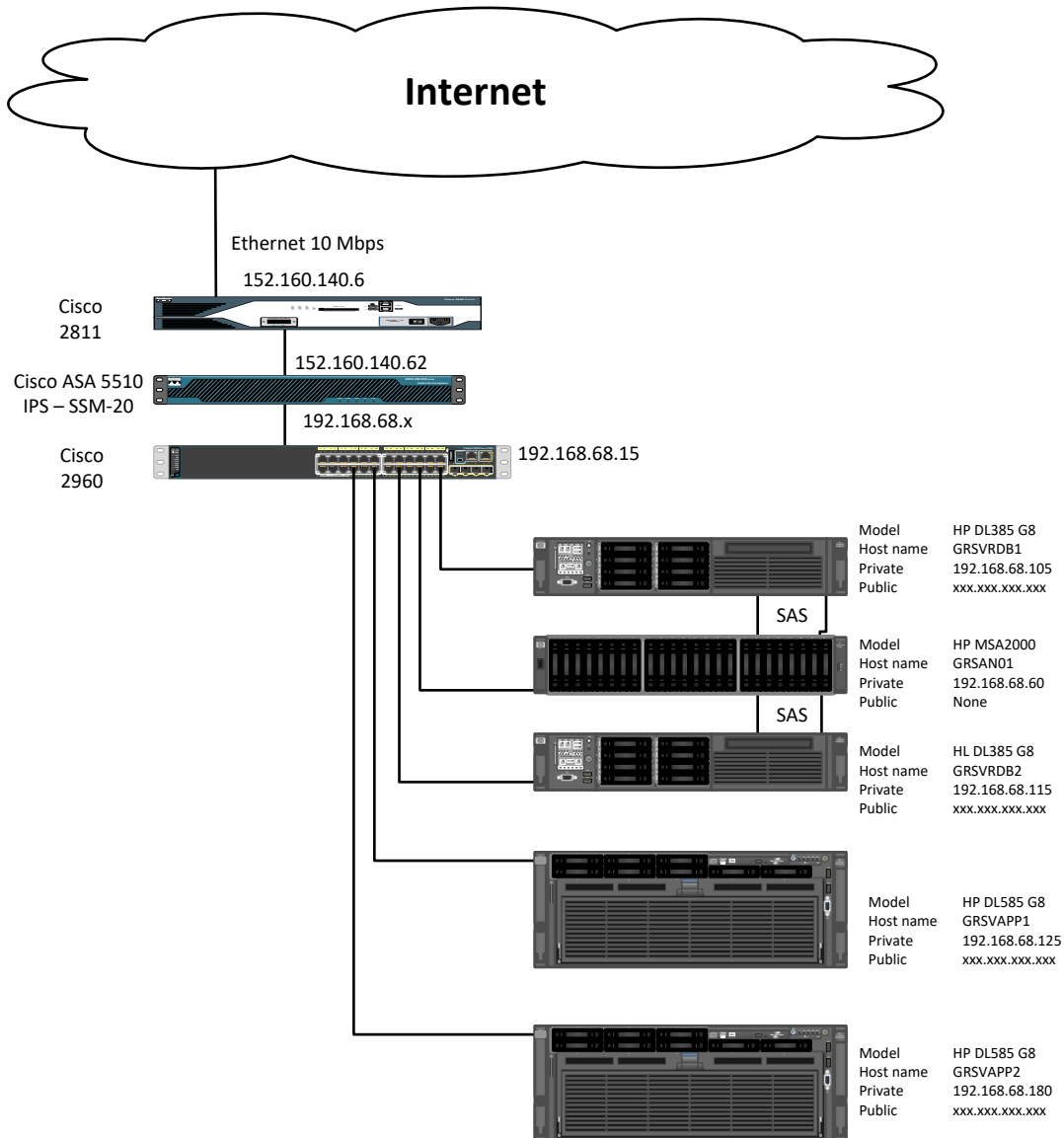


Southfield Data Center





Grand Rapids Data Center





The equipment at both data centers are installed at a hosted data center. These centers provide the following:

- Backup utility power provided by a 750 kVA diesel generator
- Dual Internet connection circuits; these circuits are provided by separate providers and enter the data center in separate locations using separate fiber
- Physical security is provided with keyless entry systems with video monitoring for all entry doors
- Integrated fire suppression
- Metro Ethernet connectivity for inter data center connectivity

During normal operation, all Oracle data is replicated from one data center to the other. This replication is not synchronous; each transaction is queued and replicated. Replication is performed every 30 seconds.

Applications are deployed as shown below:

Server	TROYSVRDB1 and GRSVRDB1
Applications Installed	Oracle Real Application Clusters Database Server Web Server Name Resolution Server
Server	TROYSVRDB2 and GRSVRDB2
Applications Installed	Oracle Real Application Clusters Database Server Web Server Name Resolution Server
Server	TROYSVRAPP1 and GRSVRAPP1
Applications Installed	Telephone Dictation Server Job Import Server



Server

Job Allocation and Workflow

Document Distribution Server

HL7 Interface Server

Server

TROYSVRAPP2 and GRSVRAPP2

Applications Installed

Telephone Dictation Server

Job Import Server

Job Allocation and Workflow

Server

Document Distribution Server

Data Backup

All Oracle data is backed up using 'Recovery Manager' (RMAN). These backups include the following:

- Server Parameter File (SPFILE)
- Control File
- Data Files
- Archived Redo Log Files

A level '0' backup is performed at 2:00 am on Saturday.

A level '1' cumulative backup is performed at 2:00 am on Sunday, Monday, Tuesday, Wednesday, Thursday and Friday. By using RMAN as a backup method, the database does not need to be shut down to make full backups. These backup sets are physically stored in the Troy office data center.

PJA utilizes a multilevel incremental backup scheme. A full backup is a level '0' backup. A level '1' backup will back up everything that has changed since the most recent level '0' backup.

Intrusion Protection

Intrusion protection is provided by an IPS-SSM-20 module located in the Cisco ASA at each data center.



Data Center Fault Tolerance Components

The system is designed to function within a single data center. To achieve this goal, each component within each data center includes redundant features. Each of these features is described below:

Server

- Each server includes redundant hot swappable power supplies. Each power supply is connected to a separate electrical circuit.
- Each server includes fault tolerant disk storage. All storage volumes implement either RAID 1 or RAID 5. All disk drives are hot swappable.
- The application servers include a hot swappable PCI bus. This allows digital dictation adapters to be replaced while the server is running.

Storage Area Network (SAN)

- A SAN is used for all database data. The SAN includes dual controllers; if either controller fails, the other controller survives without any loss of performance or functionality. This SAN includes redundant hot swappable power supplies.

Oracle Database

- The Oracle database is deployed on a two-node cluster; the physical data is stored within the SAN. Each node in the cluster uses two physical connections to the SAN; if either connection fails, the other connection continues to provide connectivity without any loss of performance or functionality.

Applications

- All applications are configured to connect to the oracle cluster. The connection is dynamic; the Oracle grid software will dynamically allocate the connection to the server with the smallest workload. If either database server fails, the applications will automatically connect to the other server without any loss of functionality. Performance will be reduced in this scenario.

Web Servers

- The web servers are deployed on two servers. The web application is clustered on the two web servers. The web session ID is replicated between the two servers; if either server fails, the other server will continue to service the web session without any disruption to the client.

Name Resolution

- Name resolution is provided by BIND. This application is installed on 3 servers within the data center. A single server is configured as the primary server and the other two



servers are configured as secondary servers. If name resolution fails on a server, the client application will connect to one of the other servers for uninterrupted service.

Definition of Customer Services

The customer interacts with the PJA system using the following services:

Telephone Dictation

This service enables the physicians and other clinicians the ability to dictate using a telephone. All hospitals share the same dictation applications.

GEMS

This application enables customers to monitor all aspects of the system. It provides the ability to check the status of a job, change the priority of a job, print a transcript and view a transcript. A separate web URL, i.e. <https://hospital.pjats.com>, is implemented for each hospital.

Patient Demographic Data Interface

This delivers patient encounter data from the customer to PJA.

A separate interface is implemented for each hospital.

Document Delivery Interface

This delivers the completed transcript from PJA to the customer.

A separate interface is implemented for each hospital.

Customer Service Disruption Thresholds

The previous section defined the following customer services:

- Telephone Dictation
- GEMS
- Patient Demographic Data Interface
- Document Delivery Interface

Disruption of these services cause different impacts to the customer.

- Telephone Dictation

If this service is disrupted, this directly affects physicians. This impacts their ability to



provide timely patient information. This will also affect other clinicians who depend on the dictation and the transcript.

Disruption Threshold : 0 minutes

- GEMS

If access to GEMS is disrupted, this directly affects health information management (HIM) personnel. This will impact their ability to verify dictation for a specific encounter, view the status of a transcript and view the transcript.

Disruption Threshold : 30 minutes

- Patient Demographic Data Interface

This service delivers patient data for each encounter to PJA. This patient data is needed for automatic inclusion in the transcript.

Disruption Threshold : 60 minutes

- Document Delivery Interface

This service delivers the completed document from PJA to the customer. The completed document is delivered to CHARMS or HPF. Disruption of this service would impact physicians, clinicians and billing staff.

Disruption Threshold : 120 minutes

Each service depends on one or more hardware and software components. These components are defined below:

Telephone Dictation

1. Multiple PRI communication circuits from telephone company provider
2. Cisco Ethernet switch
3. Hardware server: TROYSVRAPP1 or TROYSVRAPP2
4. Digital dictation adapter (Dialogic)
5. Telephone dictation capture application
6. Oracle database running on: TROYSVRDB1 and TROYSVRDB2
7. Name resolution running on: TROYSVRDB1 and TROYSVRDB2



GEMS

1. Internet connectivity circuits
2. Cisco 2821 router
3. Cisco Ethernet switch
4. Hardware server : TROYSVRAPP1 or TROYSVRAPP2
5. Name resolution running on : TROYSVRDB1 and TROYSVRDB2
6. Web server running on : TROYSVRDB1 and TROYSVRDB2
7. Oracle database running on : TROYSVRDB1 and TROYSVRDB2

Patient Demographic Data Interface

1. Internet connectivity circuits
2. Cisco 2821 router
3. Virtual Private Network (VPN) from Client to Southfield data center
4. Cisco Ethernet switch
5. Hardware server: TROYSVRAPP1
6. Name resolution running on: TROYSVRDB1 and TROYSVRDB2
7. HL7 interface application running on TROYSVRAPP1
8. Oracle database running on: TROYSVRDB1 and TROYSVRDB2

Document Delivery Interface

1. Internet connectivity circuits
2. Cisco 2821 router
3. Virtual Private Network (VPN) from Client to Southfield data center
4. Cisco Ethernet switch
5. Hardware server: TROYSVRAPP1
6. Name resolution running on: TROYSVRDB1 and TROYSVRDB2
7. Document distribution application running on TROYSVRAPP1
8. Oracle database running on: TROYSVRDB1 and TROYSVRDB2



Definition of 'Disaster' Conditions

Any condition which causes the service disruption threshold values to be exceeded will be considered a disaster. Once a disaster has been declared, operation will shift from the current data center to the backup data center.

Actions Performed for Disaster Recovery

When a disaster has been declared, it is crucial that the actions required are documented completely and the staff trained to complete these actions. The following actions will be performed:

Telephone Number Reroute

Resource	Perry Johnson & Associates, Inc.
Description	The telephone companies will be contacted; they will be instructed to modify call delivery for the specified dictation telephone numbers. Call delivery will be changed from the circuits at the failing data center to the circuits at the surviving data center. PJA staff will verify that job import application is running at surviving data center.

Verify Virtual Private Network (VPN)

Resource	Perry Johnson & Associates, Inc. Customer
Description	Both resources will verify that the VPN to the surviving data center is active. No action should be required; this VPN is expected to be active at all times.

Modify patient demographic data Interfaces

Resource	Perry Johnson & Associates, Inc. Customer
Description	The customer will be responsible for changing the target IP address and port number for each HL7 interface.



Perry Johnson & Associates, Inc. will be responsible for starting the HL7 interface applications on the servers at the surviving data center

Both resources will verify connectivity and verify that patient data is being received by PJA.

Modify Document Delivery Interface

Resource	Customer
Description	The customer will be responsible for modifying the document delivery interface to retrieve documents from a different location. The new location will be the server IP address and server share name within the surviving data center.

Communication

When any type of disruption of services has been detected, it is critical that communication to facility staff occurs immediately following the instance and following the diagnosis of the disruption.

At time of disruption, PJA will communicate such disruption to the defined Client staff via email notification of affected systems, what measures are currently taking place to diagnose and correct and an estimated time for resolution.

If at any time PJA requires assistance from the facility IT support staff, PJA will contact the appropriate team members. Examples of this would be restarting interfaces, VPN redirection and telephony support.

During any extended outage, recurrent updates will occur at regular intervals stating the current status, steps taken and time lines for resolution.

If deemed necessary, conference calls will occur for open discussion and Q&A.

A follow up meeting will be scheduled after resolution to discuss what happened, how the problem was resolved and how we plan to mitigate future occurrences.



SECURITY POLICIES & PROCEDURES

Revised: February 23, 2018



General Policy

Perry Johnson & Associates, Inc., (“Business Associate”) performs certain functions, activities, or services for, or on behalf of, one or more covered entities (each, a “Covered Entity”) whereby it may create, receive, maintain, or transmit for, or on behalf of, the Covered Entity certain protected health information (“PHI”) related to persons who are the subject of PHI and, as such, is a “business associate” of the Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

On January 25, 2013, the Office of Civil Rights of the U.S. Department of Health and Human Services (“HHS”) released a final rule (the “Final Rule”) implementing changes to the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, many of which are required by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”).

Business Associate is committed to meet the requirements of HIPAA, and as of the Effective Date has implemented these HIPAA Security Policies and Procedures to comply with the Final Rule, the applicable requirements of Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”), 45 CFR 164 subpart C, and with our responsibility to protect individually identifiable health information and the system components that such data resides in under HIPAA, the HITECH Act, the security and privacy regulations implementing HIPAA and HITECH Act, including without limitation, the policies and procedures and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312 and 164.316, as may be amended from time to time, other federal and state laws protecting confidentiality of health information, and professional ethics.

The law requires us to ensure the confidentiality, integrity, and availability of electronic PHI that Business Associate creates, receives, maintains, or transmits. Business Associate takes the privacy of electronic PHI seriously and expects its employees and subcontractors to do the same. All workforce members, including officers and employees, of Business Associate **must** adhere to these Policies and Procedures. Violations of any of these Policies and Procedures are grounds for disciplinary action up to and including termination of employment and other sanctions in accordance with Business Associate’s HIPAA Sanctions Policy and personnel rules and regulations.

If you have any questions regarding security of electronic PHI, please contact Security Official.

Security Awareness and Training

To assist in compliance with these Security Policies and Procedures, Business Associate employees and others who are considered part of Business Associate’s “workforce,” including management, will be trained to understand, implement, and become aware of these Security Policies and Procedures and the Security Rule. Security Official is responsible for conducting the training, or delegating the training to an appropriately qualified employee or consultant. The training will be conducted for each person within a reasonable time after he or she becomes a member of Business Associate’s workforce, and periodically for all workforce members at least



once every twelve (12) months thereafter. Personnel directly involved in the design, deployment, maintenance and security of Business Associate's information technology infrastructure will be given security specific training to enable them to develop the expertise necessary to maintain that infrastructure in a manner consistent with these Security Policies and Procedures. Each member of Business Associate's workforce whose functions are affected by a material change in these Policies or Procedures will be trained within a reasonable period of time after the material change becomes effective. Business Associate will also train all members of its workforce on all Policies and Procedures implemented in connection with the Final Rule, as necessary and appropriate for the members of the workforce to carry out their functions within Business Associate, within ten (10) business days of the Effective Date of these Policies and Procedures. Business Associate must document that the training has been provided.

Policies and Procedures

General Security Standards. As a business associate, Business Associate must ensure the confidentiality, integrity, and availability of all electronic PHI it creates, receives, maintains, or transmits. Business Associate is responsible for protecting against any reasonably anticipated threats or hazards to the security or integrity of all electronic PHI, as well as protect against any reasonably anticipated uses or disclosures of electronic PHI that are not permitted. Business Associate will review and modify these Policies and Procedures and the security measures implemented under the Security Rule as needed to continue provision of reasonable and appropriate protection of electronic PHI, and update documentation of such security measures in accordance with the Privacy Rule. To make certain that the standards set forth in the Security Rule are met, Business Associate must ensure compliance with the Security Rule by its workforce. If you have any questions regarding the security of electronic PHI or these Security Policies and Procedures, please contact Business Associate's Security Official.

Security Official. Business Associate must designate a Security Official who will be responsible for Business Associate's maintenance of and adherence to these Security Policies and Procedures, as well as developing and implementing these Security Policies and Procedures to ensure the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits. Security Official will be responsible for developing and implementing a documented risk assessment procedure, taking into consideration existing models for risk assessment. Security Official may delegate any of these responsibilities to another member of Business Associate's workforce, and will oversee the work of that person. Security Official will work with technical staff and, where appropriate, with "outside" experts to determine and implement effective security and risk assessment measures. Security Official and others involved may recommend actions to be taken by Business Associate to ensure that reasonable and appropriate measures are in place to safeguard electronic PHI.

David Campbell and Brittany Larson are designated as Business Associate's Security Official and contact person regarding all PHI security matters.



Access. Only those persons or software programs that have been granted access rights will be allowed to access electronic PHI.

Workforce Members' Access. Security Official will assign unique user identification names and/or numbers and passwords to Business Associate workforce members to ensure that all workforce members that are authorized to access electronic PHI have the appropriate access to electronic PHI, and to prevent those workforce members who do not have authorization from obtaining access to electronic PHI. Other authentication processes may be used as deemed appropriate.

Audit Controls. Security Official will track and examine activity on information systems that contain or use electronic PHI.

Business Associate Workforce Members. Business Associate workforce members are authorized to have access to the minimum amount of electronic PHI necessary to perform their duties, and shall not access electronic PHI for purposes unrelated to the performance or inconsistent with their duties. All workforce members are subject to existing personnel screening policies, are required to follow Business Associate's HIPAA Security Policies and Procedures, and are required to report to Security Official any actual, suspected, or potential security incidents or breach of these Security Policies and Procedures that might affect the security of Business Associate's computer network or the confidentiality, availability or integrity of electronic PHI. Security Official will determine whether the allegedly improper use or disclosure violates Business Associate's Security Policies and Procedures or the Security Rule. If you are unsure whether you are permitted to view electronic PHI for a particular purpose, contact Security Official.

Computer screens and workstations. Business Associate workforce members must ensure that electronic PHI is not readily visible from their workstations. When workforce members leave their workstations because of other duties or during non-work periods, they must close all programs that display electronic PHI and/or log off the workstation, and place all non-electronic PHI in locked drawers. Computer screens at workstations should not be visible to non-workforce members. All Business Associate workstations that can access electronic PHI will require username and passwords to restrict access only to authorized users.

E-Mail Communications. Electronic PHI should not be sent by e-mail or other electronic transmission unless it conforms to the appropriate encryption standards. If you are unsure whether the transmission conforms to the appropriate encryption standard, please contact Security Official. The e-mail system and all messages generated or handled by e-mail, including backup copies, are property of Business Associate. E-mail users have no right to privacy in their use of the computer system, including e-mail. Business Associate may monitor the content and usage of the computer system, including, e-mail, at any time and for any reason. E-mail users should restrict use of the e-mail system to proper business purposes. Any personal e-mail use should be avoided and may result in removal, demotion, suspension, or termination in some circumstances.



Fax Communications. Electronic PHI should not be faxed on or to a machine that is known to be accessible by the general public. Indicate the confidential nature of the fax on the cover sheet and request that any erroneous recipient destroy or return the fax. Confirm correctness of fax numbers periodically. Use your best efforts to ensure that an unintended recipient does not receive a confidential fax. When possible, contact any unintended fax recipient and request the return or destruction of the fax.

Portable Electronic Data. Employees, subcontractors, and others using portable data media, including, CD-ROMs, USB Drives, smart phones, tablets, portable computers or other electronic data media may not download, maintain, or transmit confidential patient or other information without the written authorization of Security Official, who must also retain a copy of such authorization.

Facility Access. Business Associate will limit physical access to its electronic information systems and the facility or facilities in which they are housed only to those who have the proper authorization by way of key, access code, or other reasonable methods.

Business Associates. Only subcontractors that have signed a business associate agreement consistent with the provisions of HIPAA and the Final Rule may access electronic PHI to the extent necessary to perform functions, services or activities for, or on behalf of, Business Associate. Please refer to our HIPAA Privacy Policies and Procedures for additional requirements related to subcontractors and business associate agreements with subcontractors.

Sanctions. Business Associate will sanction any employee or non-employee that uses or discloses electronic PHI in violation of Business Associate's Security Policies and Procedures or in violation of HIPAA. Business Associate will also sanction any subcontractor uses or discloses electronic PHI in violation of its business associate agreement, these Security Policies and Procedures or in violation of HIPAA. A violation will result in an appropriate reprimand, including but not limited to, oral and written warnings, removal, demotion, suspension, financial penalties, or termination for employees, or termination of business relationship for non-employees and subcontractors.

Termination of Access Privileges. Security Official must be immediately notified when a member of Business Associate's workforce has been separated from Business Associate due to retirement, resignation, termination or leave of absence. If there is an advance notice of a termination, Security Official must be timely informed prior to the effective date of termination. Security Official will limit and/or disable the separating individual's access to Business Associate's computer network and electronic PHI. Appropriate steps to prevent the former employee or other workforce member from gaining access to electronic PHI may include such actions as changing locks, removal from access lists, removal of user accounts and/or passwords, retrieval of keys, etc.

Risk Assessment and Analysis. Security Official will conduct risk assessments to identify threats to the security of Business Associate's computer network and the confidentiality, availability, and integrity of electronic PHI. The components of the risk assessment include physical and



logical security mechanisms developed, implemented, maintained, and updated following a documented risk assessment process. Risk assessments will be made periodically to enable Security Official to make informed decisions about measures to be used to safeguard Business Associate's computer network and electronic PHI, and to reduce risks and vulnerabilities to a reasonable and appropriate level, based on accurate and current information. Business Associate's decisions about the design, deployment, maintenance, administration and growth of the information technology infrastructure will be guided by current security risk assessments.

System Activity Review. Security Official, or its designee, will periodically review records of information system activity such as audit logs, access reports, and security incident tracking reports.

Emergency, Disaster Recovery Plan. Security Official will ensure that Business Associate's workforce, subcontractors, and others authorized to access Business Associate's electronic PHI, will be able to access electronic PHI without unacceptable delay in the event of an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Business Associate's computer network. Security Official will be responsible for developing and periodically testing a disaster recovery plan, identifying sources for most recent backup copies of data, and establishing procedures to restore lost data. Security Official will review the disaster recovery plan, test the procedures described in the plan, and revise the plan as needed.

Data Backup. All electronic PHI will be properly copied and stored so that in the event that original documents, electronic records, or prodigies of electronic records are destroyed, they can be recreated as necessary. In the event of a disaster, whether natural or man-made, Business Associate must be able to reproduce all electronic PHI created, maintained and stored on its computer network.

Media Re-Use and Disposal. Security Official, or its designee, will ensure that upon receipt or final disposition of electronic PHI, and/or the hardware or electronic media on which it is stored such as for example, copiers, personal computers and servers, no electronic PHI can be accessed by unauthorized persons. Security Official will ensure that all electronic PHI is removed from electronic media before the media are made available for re-use. No electronic PHI may be altered, copied, destroyed, or removed from the premises without first notifying Security Official.

Availability. The documentation of these Security Policies and Procedures will be made available to Security Official and to those persons responsible for implementing the Security Policies and Procedures to which the documentation pertains.

Evaluation and Maintenance. Security Official will be responsible for periodically evaluating all technical and non-technical documents and records of these Security Policies and Procedures, and updating them as needed in response to environmental or operational changes affecting the security of electronic PHI, in order to maintain reasonable and appropriate protection of electronic PHI, and to ensure that they meet the requirements of the Security Rule.



Record Retention. All documents and records received, sent, or created by Business Associate will be documented and retained by Business Associate in writing or electronic form for six (6) years from the date the document was sent, received, created or the date it was last in effect, whichever is later. Documents and records of Business Associate relating to Business Associate's activities (i.e., indicating who has been trained, what training occurred, and the date of training, sanctions, etc.) will be maintained by Business Associate for six (6) years following the date the documents or records were created, sent or received, or the date it was last in effect, whichever is later

Mitigation of Breach of Security of PHI

Every employee, independent contractor, agent and business associate must agree in writing to protect the security of any electronic PHI to which they are exposed. Once an actual, suspected, or potential breach of these HIPAA Security Policies and Procedures is reported to Security Official, Security Official will determine whether that improper use or disclosure could harm the patient whose electronic PHI was improperly used or disclosed. Security Official will mitigate the harm to the extent practicable, and take steps to secure against similar future breaches. Security Official will identify and isolate suspicious activity and contain, and recover from, network damage resulting from any security incident. All security incidents of which Business Associate becomes aware and their outcomes must be documented and reported to the applicable Covered Entity as soon as reasonably possible after discovery. Refer to our Breach Notification Rule Policies and Procedures for a determination if a reportable Breach occurred.



DATA SECURITY INCIDENT REPORTING PROCEDURES

Revised: February 23, 2018



Incident Response Plan

An Incident Response Plan is documented to provide a well-defined, organized approach for handling any potential threat to computers and data, as well as taking appropriate action when the source of the intrusion or incident at a third party is traced back to the organization. The Plan identifies and describes the roles and responsibilities of the Incident Response Team. The Incident Response Team is responsible for putting the plan into action.

Incident Response Team

An Incident Response Team is established to provide a quick, effective and orderly response to computer related incidents such as virus infections, hacker attempts and break-ins, improper disclosure of confidential information to others, system service interruptions, breach of personal information, and other events with serious information security implications. The Incident Response Team's mission is to prevent ePHI exposure, a serious loss of profits, public confidence or information assets by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases.

The Incident Response Team is authorized to take appropriate steps deemed necessary to contain, mitigate or resolve a computer security incident. The Team is responsible for investigating suspected intrusion attempts or other security incidents in a timely, cost-effective manner and reporting findings to management and the appropriate authorities as necessary. The IT Security Officer will coordinate these investigations.

Incident Response Team Members

Each of the following areas will have a primary and most an alternate member:

1. PJ&A IT Security Officer (SEC)
2. PJ&A Privacy Officer (IPO)
3. Operations (OPS)
4. Network Services (NET)
5. Web Applications (WEB)
6. PJ&A Communications Dept (COM)
7. Helpdesk (HLP)

Incident Response Team Roles and Responsibilities

IT Security Officer (SEC)

Determines the nature and scope of the incident

Contacts qualified information security specialists for advice as needed

Contacts members of the Incident Response Team Determines which Incident Response Team members play an active role in the investigation

Provides proper training on incident handling

Escalates to executive management as appropriate

Contacts auxiliary departments as appropriate

Monitors progress of the investigation

Ensures evidence gathering, chain of custody, and preservation is appropriate



Prepares a written summary of the incident and corrective action taken

Privacy Officer (IPO)

Coordinates activities with the IT Security Officer

Documents the types of personal information that may have been breached

Provides guidance throughout the investigation on issues relating to privacy of customer and employee personal information

Assists PJ&A Communications in developing appropriate communication to impacted parties

Assesses the need to change privacy policies, procedures, and/or practices as a result of the breach

Operations (OPS)

Ensures all service packs and patches are current on mission-critical computers

Ensures backups are in place for all critical systems

Examines system logs of critical systems for unusual activity

Notifies IT Security Officer of incidents and /or the need to activate computer incident response team

Network Services (NET)

Analyzes network traffic for signs of denial of service, distributed denial of service, or other external attacks

Runs tracing tools such as sniffers, Transmission Control Protocol (TCP) port monitors, and event loggers

Looks for signs of a firewall breach

Takes action necessary to block traffic from suspected intruder

Web Applications (WEB)

Monitors web applications and services for signs of attack

Reviews audit logs of mission-critical servers for signs of suspicious activity

Contacts the IT Security Officer with any information relating to a suspected breach

Collects pertinent information regarding the incident

PJ&A Communications Dept (COM)

Coordinates all public disclosures required by law or at the direction of PJ&A Administration.

Helpdesk (HLP)

Perform testing and mitigation on systems and/or dispatch technicians for testing and mitigation

[Incident Response Team Notification](#)

The Security Officer will be the central point of contact for reporting computer incidents or intrusions.



All computer security incidents must be reported to the IT Security Officer. A preliminary analysis of the incident will take place by the SEC and that will determine whether Incident Response Team activation is appropriate.

Types of Incidents

There are many types of computer incidents that may require Incident Response Team activation. Some examples include:

Compromised Systems

Excessive Port Scans / Denial of Service / Distributed Denial of Service

Firewall Breach

Virus Outbreak / Malware

Breach of Personal Information (see appendix X for additional procedures)

Breach of Personal Information - Overview

For our purposes, personal information is defined as an individual's first name or first initial and last name, in combination with any of the following data, such as:

Social Security number

Driver's license number or Identification Card number

Home address or e-mail address

Medical or health information

Date of birth

Note: that the data disclosed in an incident may be governed by multiple laws each having their own specific definition. The above list is illustrative but not presented as comprehensive or specific to a particular law or regulation.

Definitions of a Security Incident

PJ&A uses the definition per HIPAA. A security incident means the attempted or successful unauthorized access, use disclosure, modification, or destruction of information or interference with system operations in an information system. Response and reporting implementation requirements include identifying and responding to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents that are known to the covered entity; and document security incidents and their outcomes.

Requirements

Custodians (owners) must identify and document all systems and processes that store or utilize personal information of individuals. Documentation must contain system name, device name, file name, location and system administrator (primary and secondary contacts for each). The IT Security Officer must maintain the contact list of system administrators.

All authorized users who access or utilize personal information on individuals should be identified and documented by the respective custodians. Documentation must contain



user name, department, functional role, device name (i.e., workstation or server), file name, location, and system administrator (primary and secondary contacts).

Custodian (Owner) Responsibilities

Custodians (owners) responsible for personal information play an active role in the discovery and reporting of any breach or suspected breach of information on an individual. In addition, they will serve as a liaison between PJ&A and any third party involved with a privacy breach affecting the organization's data.

All custodians must report any suspected or confirmed disclosure of personal information to the IT Security Officer immediately upon discovery. This includes notification received from any third party service providers or other business partners with whom PJ&A shares personal information on individuals. The IT Security Officer will notify the Privacy Officer and custodians whenever a breach or suspected breach of personal information on individuals affects their business area.

The IT Security Officer will determine whether the breach or suspected breach is serious enough to warrant full incident response plan activation (See "Incident Response" section.) The custodian will assist in acquiring information, preserving evidence, and providing additional resources as deemed necessary by the CPO, IT Security Officer, Legal or other Incident Response Team members throughout the investigation.

When Notification Is Required

Incidents may require notification to individuals under contractual commitments or applicable laws and regulations. The IT Security officer, Privacy Officer, Office of General Counsel and PJ&A Communications department together with the custodians are responsible for identifying the parties to whom notification is required and advise those parties appropriately.

Incident Response

Incident Response Team members must keep accurate notes of all actions taken, by whom, and the exact time and date. Each person involved in the investigation must record his or her own actions.

IT Security Officer

Contacts	Office Phone	Cell Phone	E-Mail
David Campbell	(800) 803-6330	248-275-9068	dcampbell@pjats.com

Alternate: TBD

1. Performs a preliminary analysis of the facts and assess the situation to determine the nature and scope of the incident.
2. Informs the legal department and the Privacy Officer if a possible privacy breach has been reported and provides them an overview of the situation.



3. Contacts the individual who reported the problem.
4. Identifies the systems and type(s) of information affected and determines whether the incident could be a breach, or suspected breach of personal information about an individual.
 - a. Every breach may not require participation of all Incident Response Team members (e.g., if the breach was a result of hard copy disposal or theft, the investigation may not require the involvement of system administrators, the firewall administrator, and other technical support staff).
5. Reviews the preliminary details with the Legal Department and the Chief Privacy Office.
6. If a privacy breach affecting personal information is confirmed, Incident Response Team activation is warranted. Contact the IT support team and advise them to update the Incident Request with "Incident Response Team Activation – Critical Security Problem".
7. Notify the Communications Department of the details of the investigation and breach. Keep them updated on key findings as the investigation proceeds.
8. The IT Security Officer is responsible for documenting all details of an incident and facilitating communication to executive management and other auxiliary members as needed.
9. Contact all appropriate database and system administrators to assist in the investigation effort. Direct and coordinate all activities involved with Incident Response Team members in determining the details of the breach.
10. Contact appropriate Incident Response Team members.
11. Identify and contact the appropriate Custodian affected by the breach. In coordination with the Office of General Counsel, Privacy Officer and Custodian, determine additional notification requirements (e.g., Human Resources, external parties).
12. If the breach occurred at a third party location, determine if a legal contract exists. Work with the Office of General Counsel, Privacy Officer and Custodian to review contract terms and determine next course of action.



13. Work with the appropriate parties to determine the extent of the potential breach. Identify data stored and compromised on all test, development and production systems and the number of individuals at risk.
14. If personal information is involved, determine the type of personal information that is at risk, including but not limited to:
 - a. Name, Address, Social Security Number, Account number, Cardholder name, Cardholder address, Medical and Health Information
15. If personal information is involved, have the Custodian determine who might be affected. Coordinate next steps with the Office of General Counsel, Information Privacy Office and Public Relations (e.g., individual notification procedures).
16. Determine if an intruder has exported, or deleted any personal information data.
17. Determine where and how the breach occurred.
 - a. Identify the source of compromise, and the timeframe involved.
 - b. Review the network to identify all compromised or affected systems. Consider e-commerce third party connections, the internal corporate network, test and production environments, virtual private networks, and modem connections. Look at appropriate system and audit logs for each type of system affected.
18. Document all internet protocol (IP) addresses, operating systems, domain name system names and other pertinent system information.
19. Take measures to contain and control the incident to prevent further unauthorized access to or use of personal information on individuals, including shutting down particular applications or third party connections, reconfiguring firewalls, changing computer access codes, and modifying physical access controls.
20. Change all applicable passwords for IDs that have access to personal information, including system processes and authorized users. If it is determined that an authorized user's account was compromised and used by the intruder, disable the account.
21. Do not access or alter the compromised system.
22. Do not turn off the compromised machine. Isolate the system from the network (i.e., unplug cable).



23. Change the wireless network Service Set Identifier (SSID) on the access point (AP) and other authorized devices that may be using the corporate wireless network.
24. 19. Monitor systems and the network for signs of continued intruder access.
25. 20. Preserve all system and audit logs and evidence for law enforcement and potential criminal investigations. Ensure that the format and platform used is suitable for review and analysis by a court of law if needed. Document all actions taken, by whom, and the exact time and date. Each employee involved in the investigation must record his or her own actions. Record all forensic tools used in the investigation.
26. 21. If an internal user (authorized or unauthorized employee, contractor, consultant, etc.) was responsible for the breach, contact the appropriate Human Resource Manager for disciplinary action and possible termination. In the case of contractors, temporaries, or other third-party personnel, ensure discontinuance of the user's service agreement with the UTS HC.

Custodian Contacts	Office Phone	Email
Primary: David Campbell	(800) 803-6330	dcampbell@pjats.com
Mike Nast	(800) 803-6330	mnast@pjats.com

List Maintained by SEC

Alternate: Various

Notification Steps

1. If the IT Customer Database group or Custodians hear of or identifies a privacy breach or data disclosure, contact the SEC.
2. The Custodians will assist the IT Security Officer as needed in the investigation.

Process Steps

1. Monitor access to customer database files to identify and alert any attempts to gain unauthorized access.
2. Review appropriate system and audit logs to see if there were access failures prior to or just following the suspected breach. Other log data should provide information on who touched what file and when. If applicable, review security logs on any non-host device involved (e.g., user workstation).
3. Identify individuals whose information may have been compromised. An assumption could be "all" if an entire table or file was compromised.
4. Secure all files and/or tables that have been the subject of unauthorized access or use to prevent further access.



5. Upon request from the IT SECURITY OFFICER, provide a list of affected individuals, including all available contact information (i.e., address, telephone number, email address, etc.).

Network Services

Contact	Office Phone	Cell Phone	E-Mail
Michael Julander	(248) 358-3388	(586) 354-4244	mjulander@pjview.com

1. When notified by the IT Security Officer that the privacy breach Incident Response Plan is activated, provide assistance as determined by the details of the potential breach.
2. Review firewall logs for correlating evidence of unauthorized access.
3. Implement firewall rules as needed to close any exposures identified during the investigation.

PJ&A Communications

Contacts	Office Phone	Cell Phone	E-Mail
Brittany Larson	(800) 803-6330	(248) 275-8488	blarson@pjats.com

Ongoing:

1. Monitor consumer privacy issues and practices of other institutions.
2. Monitor consumer privacy breaches of other institutions and how they respond.
3. Keep generic/situational talking points current.

When Privacy Breach Occurs:

1. After confirmation that a breach of personal information about individuals has occurred, notify the Public Relations Director.
2. Coordinate with the CPO and Legal on the timing, content and method of notification. Prepare and issue press release or statement, if needed.

Privacy Officer

Contacts	Office Phone	Cell Phone	E-Mail
Brittany Larson	(800) 803-6330	(248) 275-8488	blarson@pjats.com

1. Monitor consumer privacy issues and practices of other institutions.
2. Assist in investigating breaches of data privacy.

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The primary focus of HIPAA was to improve the health insurance accessibility to people changing employers or leaving the workforce. It also addressed issues relating to electronic transmission of health-related data in Title II, Subtitle F of the Act entitled “Administrative Simplification”. The administrative simplification provisions include four key areas:

- National standards for electronic transmission
- Unique health identifiers for providers, employers, health plans and individuals
- Security Standards
- Privacy Standards

The HIPAA Security Standards require a covered entity to implement policies and procedures to ensure:

- The confidentiality, integrity, and availability of all electronic protected health information
- Protect against any reasonably anticipated threats or hazards to the security of such information
- Protect against any reasonably anticipated uses or disclosures that are not permitted

Within this context, HIPAA requires a covered entity to implement policies and procedures to address security incidents. A security incident means the attempted or successful unauthorized access, use disclosure, modification, or destruction of information or interference with system operations in an information system. Response and reporting implementation requirements include identifying and responding to suspected or known security incidents; mitigate, to the extent practicable, harmful effects of security incidents that are known to the covered entity; and document security incidents and their outcomes.

The HIPAA security standards were effective on April 21, 2003. The compliance date for covered entities is by April 21, 2005 and April 21, 2006 for small health plans. The HIPAA privacy and security standards were significantly enhanced by the HITECH Act of 2009, which includes a breach notification provision. Note that this provision would apply to electronic, written or verbal breaches.

Under these new provisions, a breach is defined as the acquisition, access, use or disclosure of protected health information in a manner not permitted under the Privacy Rule and which poses a significant risk of financial, reputational, or other harm to the individual. As there are many details and exceptions to be considered to determine if a breach requires notification, these procedures apply:

- (1) All suspected breaches must be reported immediately to the IT Security Officer or Privacy Officer.
- (2) The IT Security Officer, together with a response team designated for that incident, will promptly investigate the facts and circumstances, perform and document the required risk analysis and report findings to PJ&A Administration.

Breach notifications are required without unreasonable delay and in no case later than 60 calendar days after discovery of a breach. The content of a notification, in plain language, will include:

- (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
- (2) A description of the types of unsecured protected health information what were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (3) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
- (4) A brief description of what PJ&A is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
- (5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free number, an e-mail address, Web site, or postal address.

If the breach requires notification, then PJ&A will provide notice by:

- (1) Written notice by first-class mail to last known address of subject person, or
- (2) If subject person has agreed to receive electronic notice, the notice may be sent by electronic mail.
- (3) If subject person is deceased, the written notice will be sent to the last known address of the listed next of kin.

If PJ&A does not have sufficient contact information or if written notices are returned as undeliverable, substitute notification by electronic mail or telephone call will be done. If PJ&A does not have contact information or has out-of-date contact information for the next of kin, substitute notification for deceased persons will not be done.

If PJ&A has insufficient or out-of-date contact information for 10 or more individuals, then one of these substitute notifications will be done:

- (1) A conspicuous posting of notice on PJ&A home page for 90 days, or
 - (2) Notification in major print or broadcast media in geographic areas where individuals affected by the breach are likely to reside.
 - (3) Additionally, PJ&A will provide a toll-free number for 90 days, where an individual can learn whether the individual's unsecured PHI may be included in the breach.
- In situations deemed to be urgent by PJ&A because of possible imminent misuse of unsecured PHI, PJ&A may notify by telephone or other means in addition to other notices.

In the event the breach involves more than 500 individuals, PJ&A will:

- (1) Send notification to major statewide media within 60 days, and
- (2) Notify the Secretary of the U. S. Department of Health and Human Services.

The IT Security Officer will maintain a breach notification log that documents breaches during the current calendar year and will submit that log within 60 days after the end of each calendar year to the Secretary of the U. S. Department of Health and Human Services.



CERTIFICATE OF LIABILITY INSURANCE

JBRETHEN

DATE (MM/DD/YYYY)

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 Midwest East	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Perry Johnson & Associates 755 W. Big Beaver Rd. #1300 Troy, MI 48084	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : ACE American Insurance Company	22667	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			36036462	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			73600854	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			7986-95-16	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR CLAIMS-MADE						
DED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71745682	12/1/2020	12/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			G46886835002	8/31/2020	8/31/2021	Agg/Per Claim \$ 8,000,000
B	Cyber/Privacy/Networ			D94368601	8/31/2020	8/31/2021	Limit \$ 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Neil R. Hughes</i></p>

ACORD 25 (2016/03)

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CERTIFICATE OF REGISTRATION

Information Security Management System

ISO/IEC 27001: 2013

This is to certify that the Information Security Management System of:
Perry Johnson & Associates, Inc
755 W Big Beaver Rd #1300
Troy, Michigan 48084

Conforms with the requirements of ISO/IEC 27001: 2013 for the scope listed below:

The management of information security for the confidentiality, integrity, and availability of client information, including dictation, transcriptions, and patient PHI. The management system covers sales, administration, customer support, and information technology. The management system includes all the applications in the Gems Suite. The internal platform includes Oracle, Microsoft, and Symantec systems. The management system also includes the data centers at the colocations in Southfield and Grand Rapids, Michigan.

Certificate Number: SEC1801 v1.0

Statement of Applicability: 1 (8/1/2019)

Issue Date: 10/3/2019

Expiry Date: 10/3/2022

Issued by:

EVP, Compliance Services



This certificate was issued electronically and is bound by the terms and conditions set forth in the agreement. Further clarification regarding the scope of this certificate and applicability to the ISO/IEC 27001: 2013 standard may be obtained at www.a-lign.com.

A-LIGN Headquarters: 400 N. Ashley Dr. Suite 1325 Tampa, Florida 33602 Tel: 888-702-5446

CAM 21-0596

Exhibit 3

Page 112 of 129

Perry Johnson & Associates, Inc
DUNS: 613194138 CAGE Code: 48AE9
Status: Active
Expiration Date: 08/31/2021
Purpose of Registration: All Awards

1489 W Warm Springs Rd Ste 110
Henderson, NV, 89014-7367,
UNITED STATES

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18** **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19** **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20** **PUBLIC RECORDS:**

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

QUESTIONNAIRE

PLEASE PRINT OR TYPE:

Firm Name: **Perry Johnson & Associates, Inc.**

President: **Jeffrey R. Hubbard, CEO/President**

Business Address: **1489 W. Springs Rd STE 110**

Telephone: **8008036330**

Fax: **(248) 247-3465**

E-Mail Address: **tmartindale@pjats.com**

1) How many years has your firm been in business? **30+**

2) Please provide a minimum of three of references, specifically law enforcement agencies where transcription services were/are provided. City may contact your references

(include CURRENT contact name, e-mail and telephone numbers):

Agency Name **Commonwealth of Kentucky Unemployment Insurance Court**

Contact Name **Kathy Norton**

E-mail address **kathya.norton@ky.gov**

Phone # **(502) 782-3303**

Agency Name **Nebraska Department of Health and Human Services**

Contact Name **Cristina Johnson**

E-mail address **Cristina.Johnson@nebraska.gov**

Phone # **308-385-5328**

Agency Name **Northwell Health**

Contact Name **John Kuehn**

E-mail address **John.kuehn@gmail.com**

Phone # **(516) 776-4139**

3) What is the accuracy rate for your services? **98.6% and higher**

4) Have you ever failed to complete work awarded to you? Yes ☐ No ☒

If so, where and why?

5) How many current contracts does your firm currently have for transcription services with law enforcement agencies?

6) Do you or will you sublet any part of this work? Yes ☐ No ☒

If so, list the portions or specialties:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Jeffrey Hubbard
Authorized Signature

CEO/President
Title

Jeffrey Hubbard
Name (Printed)

4/8/2021
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Jeffrey Hubbard
Authorized Signature

Jeffrey Hubbard, CEO/President
Print Name and Title

4/8/2021
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

Perry Johnson & Associates, Inc.
Company Name

Jeffrey R. Hubbard
Name (Printed)

4/8/2021
Date

Jeffrey R. Hubbard
Signature

CEO/President
Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|--|---|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | Perry Johnson & Associates, Inc.
Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **Perry Johnson & Associates, Inc.**

AUTHORIZED PERSON:	COMPANY	Jeffrey Hubbard	CEO/President
		PRINTED NAME	TITLE
SIGNATURE:	Jeffrey Hubbard	DATE:	4/8/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **ITB # 12507-523**

Project Description: **City of Fort Lauderdale
Law Enforcement Transcription Services**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

Contractor/Proposer/ Bidder Company Name: **Perry Johnson & Associates, Inc.**

Authorized Company Person's Signature: **Jeffrey Hubbard**

Authorized Company Person's Title: **CEO/President**

Date: **4/8/2021**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Perry Johnson & Associates, Inc.** EIN (Optional): **74-3143749**

Address: **1489 W. Springs Rd STE 110**

City: **Henderson** State: **NV** Zip: **89012**

Telephone No.: **800-803-6330** FAX No.: **(248) 247-3465** Email: **tmartindale@pjats.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **1-3 days per audio received.**

Total Bid Discount (**section 1.05 of General Conditions**): **\$0.00**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
No. 1	3/30/2021				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Jeffrey Hubbard
Name (printed)

4/8/2021
Date

Jeffrey Hubbard
Signature

CEO/President
Title

Revised 4/28/2020