BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2005 Division: County Administration

Bulk Item: Yes X No ___ Department: County Administration

Staff Contact Person: Debbie Frederick

AGENDA ITEM WORDING:
Approval of Professional Services Agreement with Advanced Data Solutions, Inc. for IT Consulting Support and Services.

ITEM BACKGROUND:
Monroe County government has embarked on their quest to establish itself as a leader in organizational performance excellence. Advanced Data Solutions, Inc. will provide IT consulting support and IT services throughout all departments within the County. ADS offers the opportunity to facilitate, evaluate, and enable County government to establish and maintain integrated systematic processes throughout all County departments. This is a two-year Agreement dependent upon annual funding appropriations by the BOCC.

PREVIOUS RELEVANT BOCC ACTION:

The BOCC approved a similar two month Agreement with ADS for IT services at their October 19, 2005 meeting.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: $192,408 – two years **BUDGETED:** Yes X No ___

COST TO COUNTY: Same as above **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: Thomas Willi
Thomas J. Willi

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Advanced Data Solutions

Contract # 101-555-2565

Effective Date: 12/01/05

Expiration Date: 09/30/07

Contract Purpose/Description:
Approval of Professional Services Agreement with Advanced Data Solutions, Inc. for IT Consulting Support and Services.
ADS is a State of Florida Vendor.

Contract Manager: Debbie Frederick (Name) 4741 (Ext.) Co. Administration/Stop #1 (Department/Stop #)

for BOCC meeting on 11/16/05 Agenda Deadline: 11/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $ 192,408 - 2 years Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: ____-____-____-____-____

Grant: $ ____

County Match: $ ____

ADDITIONAL COSTS

Estimated Ongoing Costs: $____/yr
(Not included in dollar value above)

For: ____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	____	Yes ☐ No ☐		
Risk Management	____	Yes ☐ No ☐		
O.M.B./Purchasing	____	Yes ☐ No ☐		
County Attorney	____	Yes ☐ No ☐		

Comments:

PROFESSIONAL SERVICES AGREEMENT BETWEEN
MONROE COUNTY
AND
ADVANCED DATA SOLUTIONS, INC.
Contract # 101-555-2565

THIS AGREEMENT is made this ____ day of _____, 2005, between Advanced Data Solutions, Inc., a Florida corporation, (hereinafter the "Consultant"), and Monroe County, Florida, a political subdivision of Florida, (hereinafter the "County").

WHEREAS, the Consultant and County, through mutual negotiation, have agreed upon a scope of services, schedule and fees for fiscal year 2005 - 2009.

WHEREAS, the County desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the County agree as follows.

1. **Scope of Services/Deliverables.**

   1.1 The Consultant shall furnish professional management consulting services for the County as set forth in the Scope of Services for the Project as specified in Exhibit "A" for Services attached to this Agreement.

   1.2 The "Scope of Services" includes a breakdown of tasks and deliverables to the County.

2. **Term/Commencement Date.**

   2.1 This Agreement shall be effective December 1, 2005 through September 30, 2007 with the option to renew up to an additional two years, dependent upon annual funding appropriations by the BOCC or unless earlier terminated in accordance with Paragraph 8.

   2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the County Administrator.

3. **Compensation and Payment.**

   3.1 The Consultant shall be compensated on a monthly basis with rates and prices as indicated on Advanced Data's State Contract. Compensation shall also include travel and per diem expenses for Consultant staff. All Travel Related Expenses are included in the price of this contract. Daily Rates for IT Support are covered under Exhibit B. The fiscal year breakdown of the cost for IT Support and travel expense is listed below and dependent upon annual funding appropriations by the Board of County Commissioners.

Fiscal Year	Total Amount
2005-2006	$ 96,204.00
2006-2007	$ 96,204.00
2007-2008	$ -
2008-2009	$ -
Total	$ 192,408.00

3.2 The Consultant shall invoice the County upon the completion of each month services no later than the 10th of the following month.

3.3 The County shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.4 Sufficient documentation is required to be provided with the invoice to show that the invoice services have been provided. The County Administrator may direct the Clerk to withhold any invoice amount which is disputed by the County Administrator, and direct payment of only the undisputed portion. In the event of a payment dispute between the County Administrator and the Contractor, the representatives shall meet and confer and, thereafter the Administrator's decision as to the amount which he disputed shall be final. The Clerk shall follow the Florida Prompt Payment Act and accounting and audit requirements of the County with respect to any other payment issues.

4. **Sub Consultants.**

4.1 The Consultant shall be responsible for all payments to any sub consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub consultants used on the Project must have the prior written approval of the County Administrator.

5. **County's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available files and other data pertinent to the services to be provided by Consultant, in possession of the County.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant.

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is

determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the County Administrator, the Consultant shall at Consultants sole expense, immediately correct the work.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any adversarial planning issues in the County. For the purposes of this section "adversarial" shall mean any development application where staff is recommending denial or denied the application; administrative appeal or court action wherein the County is a party.

8. **Termination.**

8.1 The County Administrator may terminate this Agreement, with cause, upon thirty (30) days written notice to the Consultant. Cause shall be defined as failure to meet deliverables in "Exhibit A" within (15) days of planned schedule unless changed by mutual agreement of the Consultant and the County Administrator.

8.2 Upon receipt of the County's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the County Administrator.

8.3 In the event of termination by the County, the Consultant shall be paid for all work accepted by the County Administrator up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all files and data pertaining to the Project to the County, in a hard copy and CD format within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the County Administrator. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. Monroe County shall be named as co-insured on all policies other than Workers Compensation and Professional Liability.

9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.

9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less that $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

9.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

9.4 Certificates of Insurance shall be provided to the County at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC s. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC s. 6101 - 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, s. 523 and 527 (42 USC s. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the County for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County: Tom Willi, County Administrator
Monroe County Florida
1100 Simonton Street 205
Key West, Florida 33040

For The Consultant: Guy Robert Buell, Vice President
Advanced Data Solutions, Inc.
141 Scarlet Boulevard, Suite A
Oldsmar, FL 34677

14. **Governing Law, Venue and Interpretation.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

14.2 In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

14.3 The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

14.4 County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the County under this Agreement shall be the property of the County.

16.2 Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The County Administrator, Clerk or a designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

16.3 Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. The County may cancel this Agreement for refusal by the Consultant to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the County Administrator. The County is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the County's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted bylaw.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the County with respect to all of the acts and services performed by and under the

terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver.**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition Of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **General Clauses.**

24.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

24.2 This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the

performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

24.3 No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

24.4 Contractor agrees to execute such documents as the County may reasonably require, this includes a Public Entity Crime Statement, an Ethics Statement and a Drug-Free Workplace Statement.

24.5 No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

24.6 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

25. **Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

(THIS SPACE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The County, signing by and through its County Administrator, duly authorized to execute same and by Consultant by and through its Vice President, whose representative has been duly authorized to execute same.

MONROE COUNTY

By: _____
Dixie Spehar, Mayor

Date: _____

Approved by County Attorney
For form:

_____
Richard Collins, County Attorney

Date: _____

CONSULTANT

By: _____
Guy Robert Buell, Vice President
Advanced Data Solutions, Inc.

Date: _____

Advanced Data Solutions, Inc. FY '06-'09 IT Services

EXHIBIT "A"
IT Consulting / IT Support and Service

Introduction

Monroe County Government has embarked on their quest to establish The Florida Keys as the leader in organizational performance excellence. The ADS partnership offers the unique opportunity to facilitate, evaluate, and enable county government to establish and maintain integrated systematic processes throughout all county departments in all locations – from the Florida Bay to Key West.

Scope

Monroe County desires to contract with Advanced Data Solutions, Inc. to provide IT Consulting, Support and IT Services throughout all areas within the government of Monroe County and the Florida Keys. Our efforts will provide the county with readily accessible IT Support and Services to all areas of the County.

ADS will complete the orientation and obtain familiarization of the County's Servers, Software and PC environment inclusive of Business Application Software Platforms and Other Business Software Platforms and include all Servers and primary hardware.

Specific goals will include and are not limited to:

Working through this list of outstanding issues

Library

1. Filter Server
2. Filter Software- Gates Foundation Software
3. Profiles for Public Users.
4. Thin Clients for IPAC users?
5. Replace Public Domain Controllers

Fire Rescue / EOC

1. TAOS system not working
2. VPN for EOC
3. New server for EMS Pro

MISC

1. Backup Solution
    a. Upgrade software to Veritas 10.0
    b. Revisit schedule
2. Exchange upgrade
3. ISA 2004 / Proxy Server
4. Add Drive to existing SAN, clean up Network Drives
5. Server Consolidation
6. Server Errors- replication /cluster
7. Anti virus/ Anti Spam Solution.
8. Native mode
    a. Remove all NT 4 Workstations and Servers
9. Consolidate Alchemy building Databases
10. Intranet
    a. Help Desk software
    b. Tech Support Page
11. Fax Server
12. DHCP/DNS---Resolve errors

13. Migrate all SQL Database – Reduce servers
14. 100 PC Replacement
15. Eliminate Citrix Servers
16. Setup new SAN move Alchemy files and GIS/Growth Mgmt.

Deliverables

- Completion and Attendance of all meetings inclusive of the Carroll Consulting IT related meetings.
- IT support and Installation Services to include but not limited to the following: Exchange Server, Active Directory, Alchemy, SQL and GIS ESRI support. Also included are services relating to support of County's Network Servers, Workstations, Business Applications, Network Security, Storage Area Network (SAN), Network Backup Services, and any other I.T. related support, implementation and or required services and designs. See list above under goals.
- A one and two man crew will be provided twice each month for a total of 1.5 men 4 days per month. Every month for two years from December 01, 2005.
- ADS will provide to the County Administrator a monthly report detailing the progress that the IT Department is making. This report will be turned in monthly to accompany the billing from the previous month.

Contact Information

Department's Project Liaison
Ms. Debbie Frederick
Deputy County Administrator
The Historic Gato Cigar Factory
1100 Simonton Street
Room 2-205
Key West, FL 33040
Phone 305-292-4441
Frederick-debbie@monroecounty-fl.gov

County Primary Contact
Tom Willi
The Historic Gato Cigar Factory
1100 Simonton Street
Room 2-205
Key West, FL 33040
Phone 305-292-4537
Willi-Tom@MonroeCounty-Fl.Gov

President
Melody S. Buell
Advanced Data Solutions, Inc.
141 Scarlet Boulevard, Suite A
Oldsmar, FL 34677
Phone: 813-855-3545
Cell: 727-638-6265
mbuell@adsus.net

Primary Contact
Mr. Guy (Rob) Buell
Advanced Data Solutions, Inc.
141 Scarlet Boulevard, Suite A
Oldsmar, FL 34677
Phone: 813-855-3545
Cell: 727-638-5030
robbuell@adsus.net

Period of Performance

The period of this contract is from December 01, 2005 through September 30, 2007 with the option to renew per year up to an additional two years through September 30 2009.

Other Considerations

Advanced Data Solutions, Inc is an approved vendor for the State of Florida, Agreement # **973-561-04-2** – IT Consulting Services. Services related to this agreement are identified under the Service: IT Consulting Services / Staff Augmentation of the State Agreement.

Advanced Data Solutions, Inc. is designated as a certified woman-owned minority business. Certification is applicable when business is conducted consistent with this specialty(s).

Job Descriptions Within our State Contract are as follows:

Applications Development: Director, Manager, Architect, Systems & Applications Devt Analyst.
Data Strategy & Management: Database Manager, Data Security Specialist, Database Analyst, Data Architect, Data Modeler & Database Administrator.
Quality Assurance: Manager & Analyst
Technology Research: Manager & Analyst
Client Technologies: Manager, Analyst & Technician
Customer Support: Manager & Analyst

ADVANCED DATA SOLUTIONS, INC.

141 Scarlet Boulevard, Suite A
Oldsmar, Florida 34677
727.638.5030 Sales
813.855.3545 Corporate
www.adsus.net

Exhibit B – IT Services / Daily Rates

Monroe County Administrator
1100 Simonton St. 205
Key West, Florida 33040
Attn: Tom Willi

Advanced Data (ADS) Labor Description	Price
Existing Client Discount considering 4 Day per Month Schedule. Advanced Data Solutions Daily Rates for Implementation of software, installation, training and IT Support of systems, environment and Servers and Business Applications.	$1,200.00 per day per person
Greater reduced rates apply considering a two to three man crew with each visit thereby taking the average cost down to $1,033 per day or $129 per hour. This reduction is in consideration of our bi-weekly schedule and two to three man crew available on Client Site at least 4 days of each month performing services. This rate reduction represents a 28% savings on all Services supplied to Monroe County from our listed State Contract Prices.	$1,033 per day per person

Travel and Meals	Price
All related Travel Expenses are covered under the Contract Amount.	Price is included in Total Contract Amount

Public Entity Crime Statement

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

LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Guy Robert Buell of Advanced Data Solutions, Inc. warrants that he/it has not employed, retained

or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4