RESOLUTION 2020-052

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN TO PIGGYBACK OFF OF AN AGREEMENT WITH ADVANCED DATA SOLUTIONS, INC. (ADS) FOR THE CONVERSION OF ARCHITECTURAL DRAWINGS, PERMIT RECORDS, AND OTHER OFFICIAL TOWN DOCUMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER NOT TO EXCEED TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to convert numerous boxes of architectural drawings, permit records, and official Town records that are currently housed in the Town's records room and offsite storage unit; and

WHEREAS, conversion to digital media will allow records to be seamlessly integrated into the Town's records management system (Laserfiche); and

WHEREAS, integration into the Town's records management system will provide for greater service delivery when requested by customers and will ensure proper document retention; and

WHEREAS, ADS has been a sole source provider of this service for the past several years based on a procured contract with a State of Florida, which has since expired; and

WHEREAS, the City of Tamarac, the Town's IT service provider, currently has an agreement with ADS to provide these services, and the Town desires to piggyback off of this agreement; and

WHEREAS, due to the variability of actual documents within the boxes to be converted the estimated cost is expected not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) which is specifically named in the Fiscal Year 2019-2020 Town Budget (Account # 001-1800-512-34100 – Other Contractual Services); and

WHEREAS, the Town of Southwest Ranches desires to utilize the services of ADS to convert these records under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Purchase Order to ADS to provide for the conversion of architectural drawings and permit records in accordance with the price form outlined in the City of Tamarac contract attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the Purchase Order in accordance with the price outlined in the City of Tamarac contract, attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions that they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this	27th day of August,	2020 on a motion by	
C/2 Hartons	and seco	ended by Carpa	blombin.
McKay	Ye,	Ayes	5
Schroeder Amundson Hartmann	Mar Mar	Nays Absent	
Jablonski	Ger	May	Melle
	11	Doug McKay,	Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney



EXHIBIT A

PRICE FORM

Unit	Unit Price
вох	\$ 18.0000
SET	\$ 18.0000
IMAGE	\$ 0.0380
IMAGE	\$ 0.0380
JMAGE	\$ 0.4500
IMAGE	\$ 0.0410
IMAGE	\$ 0.0410
IMAGE	\$ 0.3500
HOUR	\$ 50.0000
FILE	\$ 0.0200
FILE	\$ 0.0200
CONTAINER	\$ 0.5000
ROLL	\$ 35.0000
	BOX SET IMAGE IMAGE IMAGE IMAGE IMAGE IMAGE HOUR FILE FILE CONTAINER

OPTIONAL OCR SCANNING PRICE FORM

Descriotion	Unit	Unit Price
OCR Scanning Paper Documents 8.5" x 11" 8.5" x 14" to CD DVD or External HD	IMAGE	\$ 0.0410



OCR Scanning Paper Documents 11" x 17" to CD DVD or External HD	IMAGE	\$ 0.0410
OCR Scanning Paper Documents 24" x 36" to CD DVD or External HD	IMAGE	\$ 0.4530

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CITY OF TAMARAC, FLORIDA RESOLUTION NO. R-2018- 123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 18-21R ENTITLED "RECORDS CONVERSION SERVICES" TO ADVANCED DATA SOLUTIONS, INC. AND EXECUTE AN AGREEMENT TO PROVIDE RECORDS CONVERSION SERVICES TO THE CITY OF TAMARAC FOR A TOTAL UP TO THE APPROPRIATED BUDGET AMOUNT FOR EACH INDIVIDUAL FISCAL YEAR, FOR AN INITIAL PERIOD OF 36 MONTHS EFFECTIVE WITH THE APPROVAL OF THIS AGREEMENT, WITH TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS; APPROVING FUNDING FROM THE **APPROPRIATE** ACCOUNT: **PROVIDING** CONFLICTS; PROVIDING FOR SEVERABILITY: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac is legally required to retain public records for archival and historical purposes; and

WHEREAS, to efficiently reduce the physical storage space needed for these public records, microfilming and document digitizing services for various departmental records is needed; and

WHEREAS, the City of Tamarac formally advertised and issued RFP 18-21R "Records Conversion Services", (Exhibit 1); and

WHEREAS, on July 18, 2018, four (4) proposals received were opened and reviewed to determine cost and responsiveness to RFP 18-21R specifications; and

WHEREAS, an Evaluation Committee was appointed by the City Manager, consisting of the Assistant City Clerk, the City Clerk's Records Coordinator, the Financial

Services Administrative Coordinator, Building Department Administrative Coordinator and the Purchasing and Contracts Division Procurement Coordinator, facilitated by the Purchasing and Contracts Division Buyer, evaluated, rated and narrowed down proposals received to three (3) firms based on each firm's proposal and responses to written questions provided by the Evaluation Committee; and

WHEREAS, the proposal received from Advanced Data Solutions, Inc. (Exhibit 2), received the highest ranking on the Final Evaluation Committee Totals (Exhibit 3): and

WHEREAS, it is the recommendation of the City Clerk and the Purchasing/Contracts Manager that RFP 18-21R to purchase Records Conversion Services be awarded to Advanced Data Solutions, Inc. for a 3-year agreement with two 1-year renewal options, to be approved by the City Manager. Agreement is to be funded up to the appropriated budget amount for each individual fiscal year, and that the appropriate City Officials be authorized to execute an Agreement with Advanced Data Solutions, Inc., a copy of said Agreement attached hereto as Exhibit "4"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP 18-21R to purchase Records Conversion Services to Advanced Data Solutions, Inc. and to execute an Agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon

adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part hereof.

Section 2: That RFP 18-21R is hereby awarded to Advanced Data Solutions, Inc., for Records Conversion Services and that the appropriate City Officials are hereby authorized to enter into an Agreement with Advanced Data Solutions, Inc., attached hereto as "Exhibit 4" for a period of 36 months with two 1-year renewal options.

Section 3: Funding is available for the purchase of Records Conversion Services from the appropriate account up to the appropriated budget amount for each individual fiscal year.

Section 4: The City Manager or designee is authorized to execute all renewal options and approve change orders up to \$65,000 as provided by the Tamarac Procurement Code.

<u>Section 5</u>: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or

application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this ______ day of ______

y of September

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL//CMC

CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

DIST 1: COMM. BOLTON

DIST 2: V/M GOMEZ

DIST 3: COMM. FISHMAN

DIST 4: COMM. PLACKO

I HEREBY CERTIFY THAT I HAVE

APPROVED THIS RESOLUTION

AS TO FORM

ON SAMUEL S. GOREN, CITY ATTORNEY

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88th Ave
Tamarac, FL 33321
"Committed to Excellence...Always"



AGREEMENT BETWEEN THE CITY OF TAMARAC AND ADVANCED DATA SOLUTIONS, INC.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The Contract Documents consist of this Agreement, Request for Proposal Document No 18-21R, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between 18-21R as issued by the City, and the Contractor's Proposal submitted on July 18, 2018, 18-21R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.

2. The Work

The Contractor shall perform all work for the City required by the contract documents as set forth below:

- 2.1. Contractor shall furnish all labor, materials, and equipment, and incidentals necessary to provide Record Conversion Services to include, but not be limited to:
 - a. Preparing and microfilming documents including large format drawings and construction plans.
 - b. Converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
 - c. Scanning documents to CD's or DVD's, and External Hard Drives.
 - d. Delivering finished microfilm, CD's, or DVD's, and External Hard Drives.
 - e. Providing film verification assistance on a schedule approved by the City.
 - f. Assisting in the design of the indexing configuration.



- 2.2. Contractor shall provide all services in accordance with the Scope of Work enumerated in the City of Tamarac Request for Proposal 18-21R for Record Conversion Services.
- 2.3. Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

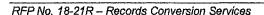
3. Insurance

- 3.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2 Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements				
Line of Business Coverage	Occurrence	Aggregate		
Line of Business Coverage Limits				
Commercial General Liability Including:				
Premises / Operations				
Contractual Liability				
Personal & Advertising injury	\$1,000,000			
Bodily Injury		\$2,000,000		
Independent Contractors	\$1,000,000	Ψ2,000,000		
Explosion, Collapse and Underground Hazard				
Products / Completed Operation				
Broad Form Property Damage		,		
Cross Liability and Severability of Interest Clause				
Automobile Liability	\$1,000,000	\$1,000,000		
Workers Compensation & Employer's Liability	Star	tutory		

4. Contract Term

The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon





date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire three (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for two (2) additional one (1) year periods 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 Purchasing & Contracts Manager. The extension period shall not extend for more than ninety (90) 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. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

5. Contract Pricing

The Contract Pricing for the above work shall be in accordance with the unit pricing contained within Attachment A. The contract shall be for the actual amount as ordered by the City.

6. Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number, and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7. Remedies

- 7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. Warranty

Contractor warrants the service provided are in accordance with the specifications of Bid No. 18-21R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the



defects within a reasonable time after work has been performed.

9. Indemnification

- 9.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- **9.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
 - i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 9.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

10. Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions

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must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. Independent Contractor

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

12. Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

13. Notice

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Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager
City of Tamarac
7525 N.W. 88th Avenue



Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200 Fort Lauderdale, FL 33308

CONTRACTOR

Advanced Data Solutions, Inc. Ms. Melody S. Engle 141 Scarlet Blvd. Suite A Oldsmar, FL 34677

14. Termination

- 14.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 14.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

15. Public Records

- 15.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 15.1.1 Keep and maintain public records required by the City in order to perform the service;
 - 15.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
 - 15.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not



15.1.4

contract term and following completion of the contract if the contractor does not transfer the records to the City. 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.

disclosed except as authorized by law for the duration of the

15.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

16. Agreement Subject to Funding

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

17. Scrutinized Companies -- 287.135 and 215.473

- 17.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If



such false certification is discovered during the active contract term, BCG shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

18. Venue

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

19. Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

20. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21. Uncontrollable Circumstances

- 21.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 21.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and



uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

23. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

24. Contingent Fees

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

25. PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same. Harry Dressler, Mayor 09-26-18 Michael C. Cernech, City Manager 9-57-18 Date Patricia A. Teufel, CMC City Clerk Approved as to form and legal sufficiency: Date Date Advanced Data Solutions, Inc. ATTEST: Company Name Signature of President/Owner Signature of Corporate Secretary Melody S. Engle

RFP No. 18-21R- Records Conversion Services

Date

Type/Print Name of President/Owner

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88th Ave
Tamarac, FL 33321
"Committed to Excellence...Always"



DID take an oal DID NOT take an

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida:	
county of <u>Pinellas</u> :ss	·
I HEREBY CERTIFY that on this day, before me	e, an Officer duly authorized in the State
aforesaid and in the County aforesaid to take act Melody S. Engle, of Ac	
	to me known to be the person(s)
described in and who executed the foregoing in	strument and acknowledged before me
that he/she executed the same.	
WITNESS my hand and official seal this day of_	8 29 , 201 7, 8
	Carof L. Onlosk. Signature of Notary Public
	State of Florida at Large
	COFOI L. Orloski
	Print, Type or Stamp Name of Notary Public
CAROL L ORLOSKI MY COMMISSION # FF243948 EXPIRES June 26, 2019 FloridsNotaryService com	Personally known to me or Produced Identification
Journal Com	Type of I.D. Produced



Attachment A

PRICE FORM

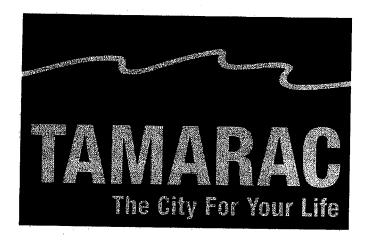
	T	
Description	Unit	Unit Price
Document preparation	BOX	\$ 18.0000
Document Preparation based of Plans and As Builds 8.5" x 11" 11"x 17" and 24" x 36"	SET	\$ 18.0000
Scanning Paper Documents 8.5" x 11" 8.5" x 14" to CD DVD or External HD	IMAGE	\$ 0.0380
Scanning Paper Documents 11" x 17" to CD DVD or External HD	IMAGE	\$ 0.0380
Scanning Paper Documents 24" x 36" to CD DVD or External HD	IMAGE	\$ 0.4500
Microfilming 16mm Documents 8.5" x 11" 8.5" x 14 from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.0410
Microfilming 16mm Document 11" x 17" from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.0410
Microfilming 35mm Plans/Drawings 24" x 36" from digital CD DVD External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	IMAGE	\$ 0.3500
Indexing Assistance	HOUR	\$ 50.0000
Indexing scanned documents	FILE	\$ 0.0200
Indexing microfilm documents	FILE	\$ 0.0200
Indexing storage medium for CD DVD External HD or Microfilm	CONTAINER	\$ 0.5000
Duplication of original Silver Film to Diazo	ROLL	\$ 35.0000

OPTIONAL OCR SCANNING PRICE FORM

<u>Description</u>	Unit	Unit Price
OCR Scanning Paper Documents 8.5" x 11" 8.5" x 14" to CD DVD or External HD	IMAGE	\$ 0.0410
OCR Scanning Paper Documents 11" x 17" to CD DVD or External HD	IMAGE	\$ 0.0410
OCR Scanning Paper Documents 24" x 36" to CD DVD or External HD	IMAGE	\$ 0.4530

...)

REQUEST FOR PROPOSALS



RFP 18-21R RECORD CONVERSION SERVICES

ISSUED: JUNE 17, 2018

Where to Deliver Bid:

Online At: https://tamarac.bidsandtenders.org

City of Tamarac Purchasing & Contracts Division 7525 NW 88th Avenue Room 108 (954) 597-3570

PURCHASING AND CONTRACTS DIVISION



Date: 06/17/2018

RFP NO. 18-21R

REQUEST FOR PROPOSALS RFP 18-21R

ALL QUALIFIED PROPOSERS:

Sealed Proposals, shall be received through the City's e-Procurement website bidsandtendersTM on behalf of the City of Tamarac for the above referenced RFP before 3:00 PM Eastern local time, Wednesday, July 18, 2018. Interested parties shall submit packages to the City through the city's e-Procurement system at: https://tamarac.bidsandtenders.org/Module/Tenders/en for the following project:

RECORDS CONVERSION SERVICES

The City is soliciting proposals on behalf of the City Clerk's Office to obtain the services of a qualified firm to provide all labor, materials, equipment and incidentals necessary to perform record conversion services.

Proposers shall be required to register with bidsandtendersTM at <u>www.tamarac.org/bids</u> in order to obtain access to the proposal documents, and to submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtendersTM and all written addenda shall be communicated through bidsandtendersTM as well.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City. Proposal documents may be obtained via the Internet at the website above.

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Ann Marie Corbett Buyer

Publish Sun-Sentinel: 06/17/2018

"Committed to Excellence... Always"

TAMARAC.ORG



REQUEST FOR PROPOSALS

RFP 18-21R RECORDS CONVERSION SERVICES

I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac City Clerk's Office to obtain the services of a qualified firm to perform record conversion services.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing at (954) 597-3570. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum. All inquiries shall be submitted in writing through the online portal provided by the City's e-procurement system, bidsandtenderTM: https://tamarac.bidsandtenders.org/Module/Tenders/en

III. SCHEDULE OF EVENTS *

#	Event	Date (on or by)
1	Issuance of Request for Proposal	06/17/2018
2	All Questions Due in Writing	07/10/2018
4	Due Date of Proposals	07/18/2018
5	Proposal Evaluations & Short-listing Completed	08/01/2018
8	Proposal Presentations, if applicable	08/08/2018
9	Final Ranking of Firms	08/17/2018
10	Award of Contract	09/13/2018

^{*} CITY reserves the right to revise scheduled dates.

IV. HOW TO SIGN UP FOR OUR E-PROCUREMENT WEBSITE

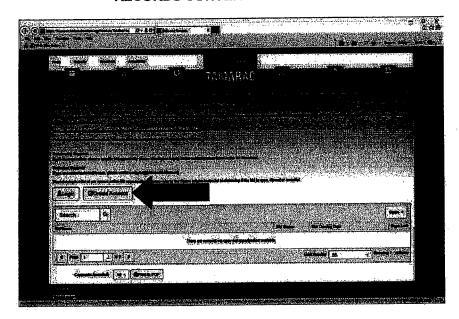
Follow the step-by-step instructions below to see how to sign up for our new e-Procurement system with bidsandtendersTM.

1. Once you arrive at the registration page, you may sign-up by clicking-on the "Create Account" tab as shown below:

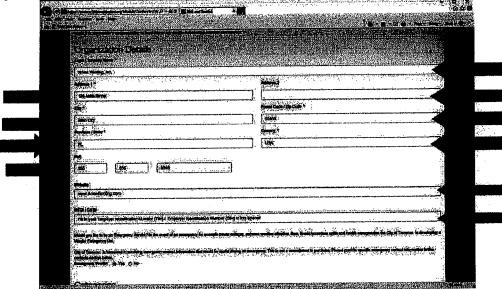


REQUEST FOR PROPOSALS

RFP 18-21R RECORDS CONVERSION SERVICES



2. Fill-in your firm's contact information on the next page where the blue arrows are shown:



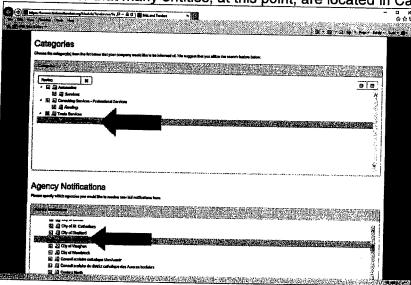
- 3. Use the Search Function to find the categories that you wish to bid on (example: Roofing). Then select the categories for which you are interested in receiving bid notifications.
- 4. Select the City of Tamarac as an entity. The default is checked to all, but you can clear the selections, and just click on the City of Tamarac (which will be ABSOLUTELY FREE for



REQUEST FOR PROPOSALS

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you.) You may also wish to choose other entities as well, but some entities may require you to pay a small fee. Please note that many entities, at this point, are located in Canada.



5. Add your contact information and set-up your user name and password. (The password parameters are shown to assist you in developing your USERID and password). We recommend that you specify emergency contact information as shown. After you press "Continue", you will receive an acknowledgement of successful entry.

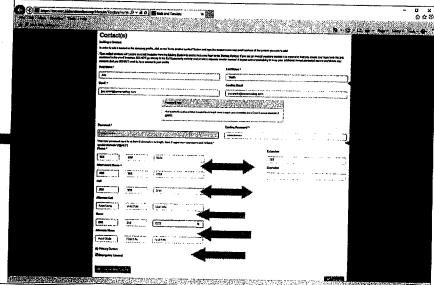




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V. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

RFP 18-21R

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer Creates and Innovates Works as a Team Achieves Results, and Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

A. INSTRUCTIONS TO OFFERORS

1. AUTHORITY

1.1. It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the City of Tamarac Charter; and Chapter 6 "Finance and Taxation", Article V, the Tamarac Procurement Code.

2. DEFINED TERMS

2.1 "Request for Proposal (RFP)" — A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

- 2.2 "Offeror" one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.3 "Proposer" one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.4 "Successful Offeror" the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.5 "City" the City of Tamarac, a municipal corporation of the State of Florida.
- 2.6 "Proposal Documents" the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.7 "Contractor" the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- 2.8 "On-line e-procurement system" or "e-procurement system" The City of Tamarac's solicitation management partner "bidsandtenders TM"
- 2.9 "bidsandtendersTM" The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system and "bidsandtendersTM" may be used interchangeably herein.

3. SPECIAL CONDITIONS

3.1 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 4.2 The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that



only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

- 6.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification.
- 6.2 Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via bidsandtendersTM to all parties recorded by the Purchasing and Contracts Division Office as having received the Proposal Documents.
- 6.3 The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

- 7.1 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2 All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening.
- 7.3 The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

8.1 Firm Pricing: Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

8.2 Prompt Payment Discounts: Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218.

****IMPORTANT NOTE********

8.3 Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at: http://www.tamarac.org/index.aspx?NID=622

8.4 Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

9.1 Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. CONFLICT OF INTEREST

- 10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies.
- 10.2 Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.
- 10.3 Unless otherwise specified in Offerors response, electronic submission of this proposal shall acknowledge Offerors understanding and Agreement that Offeror complies with the requirements of Chapter 112, Florida Statutes.

11. PERFORMANCE BONDS AND INSURANCE

11.1 Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

12.1 The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents



which, by their nature do not impact price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

- Technical Proposal & Work Plan
- Cost Proposal (See "Proposal Form" herein)
- Project schedule which includes a breakdown of estimated hours to be worked by each of your project team members
- Certification Forms
- Offeror's Qualifications Statement Form & References
- Vendor Drug Free Workplace Form
- Non-Collusive Affidavit Form
- Scrutinized Nations Form
- Proof of applicable insurance.
- Listing of any Sub-consultants or Subcontractors to be utilized.
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

13. SUBMISSION OF PROPOSALS

The Proposer is directed to access proposal documents by registering on-line with bidsandtenders™ at www.tamarac.org/bids. All proposal documents will be made available at this site.

The Proposer is furthermore directed to deliver sealed proposals online at: https://tamarac.bidsandtenders.org/Module/Tenders/en

- 13.1 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 13.2 Proposers shall electronically acknowledge the receipt of all addenda.
- 13.3 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 13.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.
- 13.5 Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtenders™ on-line solicitation system. Proposals will be held on the bidsandtenders™ server as an encrypted document, with no access by the City of Tamarac or others until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.
- 13.6 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information or trade secrets considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

- 13.7 All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 13.8 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 13.9 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line through the bidsandtenders™ online solicitation system.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Proposals, and may be alternatively completed on-line through the bidsandtenders™ system. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time.
- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 15.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether



because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

16. QUALIFICATIONS OF PROPOSERS

- 16.1 Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
- 16.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.
- 16.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.
- 16.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination. The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.
- 16.5 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

17. INTERPRETATIONS & ADDENDA

- 17.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request on the City's e-Procurement site with bidsandtendersTM.
- 17.2 Such request must be received by the Purchasing Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein, whichever is the earlier date. Questions shall be submitted through the City's online e-procurement system by the due date listed above.

- 17.3 All questions shall be answered in the form of an Addendum. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing Office as having received the Proposal Documents through our online e-Procurement system. The issuance of a written online addendum shall be the only official method whereby such an interpretation or clarification will be made.
- 17.4 Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.
- 17.5 **** SPECIAL NOTE -- Addendums will only be issued electronically through the City's e-procurement system. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).
- 17.6IT IS ESSENTIAL THAT ALL PROPOSERS WHO INTEND TO SUBMIT A RESPONSE FOR ANY RFP MUST REGISTER WITH bidsandtenders™ AT THE CITY'S WEBSITE AVAILABLE AT THE FOLLOWING LINK:

https://tamarac.bidsandtenders.org/Module/Tenders/en
This is the only manner in which a proposer will
receive notification of any and all addendums and/or
updates to the project.

18. FORM AGREEMENT DOCUMENT

18.1 The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

19. OTHER GOVERNMENTAL ENTITIES

19.1 If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer 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 Invitation for Bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

20. UNBALANCED PROPOSAL PRICING

20.1 When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

21. INFORMATION REQUESTS AFTER DUE DATE

21.1 Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.



22. BUDGETARY CONSTRAINTS

22.1 In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

23. CONTINGENT FEES PROHIBITED

23.1 The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

24. PROHIBITION AGAINST LOBBYING

- 24.1 During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.
- 24.2 Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.
- 24.3 During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

25. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code of ordinances?nodeld=PTIICO CH6FITA ARTVTAPRCO

B. STANDARD TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Solicitation. As such the words "solicitation", "proposal" and "offer" are used interchangeably in reference to all offers submitted by

prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. All special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

Addenda - Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

Agreement – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

Application for Payment – the form acceptable to the Engineer/Project Manager which is used by the Contractor during the work in requesting progress or final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.

Board - The City Commission Members of Tamarac, Florida, its successors and assigns.

Capital Projects Manager – An authorized representative of the City.

Change Order – A document that is signed by the Contractor and the City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of Solicitation No. 17-17B, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Contractor - the individual(s) or firm(s) to whom the award is made and who executes the Contract Document.

Contract - The written agreement for performance of the Scope of Work entered between the City and the successful proposer.

Contract Times – the number of consecutive calendar days stated in the Contract Documents to achieve substantial completion and/or complete the Work so that it is ready for final payment as evidenced by the Capital Projects Manager's/Project Manager's written recommendation of final payment.



Contract Administrator - The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

City - the City of Tamarac, a municipal corporation of the State of Florida.

Effective Date of the Agreement — The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer/Project Manager – The City's authorized project representative. The words "Engineer" and "Engineer/Project Manager" are used interchangeably.

Field Order -- A written order issued by the Engineer/Project Manager that requires minor changes in the Work but does not involve a change in Contract Price or Contract Time.

Milestone — A principal event specified in the Contract Documents relating to an intermediate complete date or time prior to Substantial Completion of all the Work.

Notice to Proceed – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

Offeror - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

Plans and/or Drawings - The official graphic representations of this construction project.

Proposer - Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Proposer.

Proposal Documents - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

Successful Offeror - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

2. INSURANCE

- 2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any

work under this Agreement. Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any subcontractor to obtain or maintain such insurance.

2.3 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business	Occurrence	Aggregate
Coverage	Limits	
Commercial General Liability Including:		
Premises / Operations	İ	
Contractual Liability Personal & Advertising injury		
Bodily Injury		•
Independent Contractors Explosion, Collapse and Underground Hazard Products / Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Workers Compensation & Employer's Liability	Statutory	

2.4 The City reserves the right to require higher limits and/or additional coverage depending upon the scope of work under this Agreement.

Neither Offeror nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Tamarac for all work performed by the Contractor, its employees, agents and subcontractors. The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention. If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability



insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

3. INDEMNIFICATION

- 3.1 GENERAL INDEMNIFICATION: Contractorshall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-Contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.
- **3.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever regarding the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs
- 3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

- 4.1 An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.
- 4.2 The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or

regulations relating to the use of Contractor's funds provided for herein.

4.3 Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5. DELIVERIES

5.1 Any item requiring delivery by the Offeror or by subcontractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

6. WARRANTIES

- **6.1** Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.
- **6.2** Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- **6.3** Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- **6.4** All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

7. CONDITIONS OF MATERIAL

- 7.1 All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications/scope of work, the City reserves the right to return the product to the Contractor at no cost to City.
- 7.2 Successful Offeror shall furnish all guarantees for Material or Equipment manufacturer warranties to the Project Contract Manager prior to final acceptance and payment. Warranty period shall commence upon final acceptance of product.

8. COPYRIGHTS OR PATENT RIGHTS

8.1 The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this solicitation. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.



9. SAFETY STANDARDS

9.1 The Proposer warrants that any product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

10. INSPECTION

10.1 The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Proposer.

11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 11.1 During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified.
- 11.2 The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.3 The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. FIRM PRICING

12.1 Proposals prices shall be fixed and firm to the extent required under any Special Conditions or the Statement of Work. In the absence of a reference in the Special Conditions or Statement of Work, proposal prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation.

13. PROMPT PAYMENT DISCOUNTS

13.1 Proposers are encouraged to provide prompt payment terms in the space provided on the Proposal Form. If no payment discount is offered, the Proposer shall enter zero (0)

for the percentage discount to indicate net 30 days. If the Proposer does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

******* IMPORTANT NOTE *********

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at http://www.tamarac.org/index.aspx?NID=622. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

14. TAXES

- **14.1** Taxes for Proposers Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.
- **14.2** Taxes for the City The City of Tamarac is exempt tom all Federal, State and Local taxes. An exemption certificate will be provided where applicable upon request.

15. PERFORMANCE

15.1 Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the solicitation shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. TERMINATION FOR CAUSE AND DEFAULT

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

17. TERMINATION FOR CONVENIENCE OF CITY

- 17.1 This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
- 17.2 If the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the City against loss pertaining to this termination.

18. FUNDING OUT

18.1 This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been



appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

19. RECORDS AND AUDITS

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

- **19.1** Keep and maintain public records required by the City to perform the service:
- 19.2 Upon request from an of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- 19.3 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.
- 19.4 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.
- 19.5 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.
- 19.6 City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.

20. ASSIGNMENT

- **20.2** Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.
- 20.3 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest

and obligations of Successful Offeror shall thereupon cease and terminate.

21. EMPLOYEES

- **21.1** Employees of the successful Contractor shall always be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees.
- **21.2** The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer/Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. GOVERNING LAW

22.1 The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

23. STANDARD AGREEMENT DOCUMENT

23.1 The City may attach as a part of this solicitation, a Sample Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Sample Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Sample Agreement document at the time of solicitation submission.

24. BUDGETARY CONSTRAINTS

24.1 In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

25. LICENSES

- **25.1**To be eligible for award of this project, the Proposer must possess at time of RFP closing, required State Certified General Contractor; or any license that meets or exceeds, the legal performance of the scope of work as determined by state or county licensing agency.
- 25.2Occupational license must be in effect as required by Florida Statute §205.065.

26. BACKGROUND INVESTIGATION

26.1 As a part of the Solicitation evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a solicitation constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

27. TERM AGREEMENT RENEWALS AND EXTENSIONS

27.1 As a result of this proposal, the City may award a Term Agreement, which will be in place for a specific term. The City may also establish renewal options for such term agreements that may be exercised at the discretion of the City with mutual agreement by the Contractor.



27.2 In the event that an agreement expires without a new or replacement Agreement, and the City desires to maintain the existing terms of service until a new or replacement Agreement can be awarded, this Agreement shall automatically extend on a month to month basis effective on the determined expiration date, for an aggregate period of up to three (3) months, or until a new Agreement is awarded, whichever comes first

28. TERM / SCHEDULE

28.1 Contract Term: The City may require a final term Agreement which shall be in place for a specified timeframe, and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed three (3) months, or until a new contract is put in place, whichever period is shorter.

28.2 Project Schedule: When submitting a proposal for a single project, which will be accepted upon final completion of work, Proposer shall provide City with an estimated number of days and hours anticipated to complete the project. The City reserves the right to consider the acceptability or unacceptability of the Proposer's schedule based upon the needs of the City for the individual project. The City shall be sole judge of the acceptability of a proposed project schedule.

29. PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 7525 NW 88TH AVENUE ROOM 101 TAMARAC, FL 33321 (954) 597-3505 CITYCLERK@TAMARAC.ORG

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RFP 18-21R RECORDS CONVERSION SERVICES

VI. SCOPE OF WORK

A. SCOPE OF PROPOSAL

The purpose of this Request for Proposals is to obtain the services of a qualified firm to perform record conversion services on behalf of the City of Tamarac City Clerk's Office, in conformity with the requirements contained herein.

The City is seeking a contract for a term of three (3) years, with two (2) additional one (1) year renewal terms based upon satisfactory performance and mutual agreement of both parties.

B. SERVICES TO BE PROVIDED

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform record conversion services for the City of Tamarac City Clerk's Office as described herein.

Services shall include, but are not limited to:

- Preparing and microfilming documents including large format drawings and construction plans.
- converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
- 3. Scanning documents to CD's or DVD's, and External Hard Drives.
- 4. Delivering finished microfilm, CD's, or DVD's, and External Hard Drives.
- 5. Providing film verification assistance on a schedule approved by the City.
- 6. Assisting in the design of the indexing configuration.

C. MINIMUM REQUIREMENTS

a. General Requirements:

- 1. The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the City's opinion, is not satisfactory, and replace such personnel with employees satisfactory to the City. In no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 2. All Contractor employees shall wear business casual attire while working at any City sites.
- 3. The Contractor shall comply with all City security policies, plans and procedures.



4. The Contractor shall, at no additional cost to the City, correct any improper work resulting from faulty workmanship.

5. Payments to the Contractor shall in no way constitute a waiver of any warranty requirements.

b. Performance Requirements:

1. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

2. Dates for commencement and completion of work will be on an asneeded basis and shall be coordinated with the City's

representative.

3. Any work required beyond that which is specified herein shall be reported in advance to the City's representative. At no time shall work beyond the scope be performed without prior written authorization

from the City's representative.

4. The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project site at any time. The City assumes no responsibility for the Contractor's materials or equipment.

5. The Contractor shall allow the City's representative access to any and all City owned documents, drawings, plans, and Contractor

generated products during the performance of service.

6. The Contractor shall keep a written index of all documents, drawings, plans, received from the City until such documents, drawings/plans, are returned to the City or authorization to destroy has been granted by the City Representative.

7. The Contractor shall advise the City as soon as practical of any defect or condition which may adversely affect the completion of

work requested under the scope of services.

8. The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc., The Contractor shall reassemble documents and return them to their original state.

9. The Contractor shall not in any way damage original documents,

drawings or plans.



c. Microfilming and Scanning Requirements:

- The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1 B-26.002 1, Florida Administrative Code Records Management - Standards and Requirements---Microfilm. Standards, which meets or exceeds the American National Standards Institute (ANSI) standards.
- 2. Documents shall be scanned with a resolution of 300 dpi or higher by the Contractor in a secured room at the Contractor's facility documents shall be scanned into a PDF, JPEG or TIFF format. Format will be determined by the City based upon document type. Scanned documents shall be placed on a CD or DVD, or External Hard Drives as described in section D (3) herein. The microfilming shall take place at the Contractor's facility utilizing electronic files.
- 3. The Contractor, with the assistance of the City's representative, shall develop indexes for scanning and microfilm.
- 4. The Contractor shall provide indexes on the Disk or External Hard Drive and microfilm outlining the contents of each. Disk and microfilm shall be created in a fashion whereby documents contained therein may be located as quickly as possible.
- 5. The Contractor shall transfer scanned documents from CD's, DVD's, External Hard Drive or FTP site to microfilm 16mm or 35mm film based upon document size. The Contractor shall return the RW type CD/DVD or External Hard Drive when delivering the microfilm. The Contractor shall notify the City's representative upon completion of downloading documents from the FTP site.
- 6. If less than one quarter (1/4) of a roll is left upon completion of filming of a project, Contractor shall begin a new roll for the next project. If more than one quarter (1/4) of a roll is left upon completion of filming a project, Contractor shall insert 25 spaces and begin filming the next project. -After processing, the roll shall be cut to separate the next project onto a different roll.
- 7. The Contractor shall process and test all original microfilm. Contractor shall conduct and document Methylene Blue Test on each batch of processed original film, or on one (1) out of every ten (10) rolls of original film, for concentration of residual thiosulfate. The methylene blue test must not exceed 14 micrograms per square centimeter.
- 8. The Contractor shall provide one (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick one hundred (100) foot roll from permanent documents.
- If requested by the City's representative, the Contractor shall provide a Diazo duplicate of 5mm thick one hundred (100) foot roll from a silver polyester base 5mm thick one hundred (100) foot roll original.
- 10. When submitted to the City, all completed film shall be fully compatible with the City microfilm reader and conversion equipment.



- 11. The Contractor shall provide on each loaded disk or External Hard Drive a label identifying the information that is on the disk and include the "Bum" date. The loaded disk shall be inserted in a jewel case containing an insert that also identifies the information on the disk and the "Burn" date. The City's representative will provide instruction as to labeling index requirements. If more than one disk is needed for a project, the disks shall be numbered "Disk 1 of X", "Disk 2 of X", etc.
- 12. The Contractor shall provide on each microfilm reel a label identifying the information that is on the microfilm reel and include the "Film" date. The loaded microfilm reel shall be inserted in a microfilm container as described in section D (2) herein. The City's representative will provide instruction as to labeling index requirements and numerical sequence for each project/job.

D. CONTRACTOR RESPONSIBILITIES

a. The Contractor shall provide the following materials and equipment:

1. Blank Film: Shall come in 5mm, one hundred (100) foot rolls, manufactured from safety base fil (silver type on polyester base), for originals to produce density and resolution as defined in Rule 1B-26.0021 Florida Administrative Code. In addition, film shall meet or exceed American National Standards Institute (ANSI) standards. Roll cores shall be made of non-ferrous materials with a corrosion resistant finish or other non-corroding plastic, which in any event will not react with the film. Roll cores that give off reactive fumes or exudations during storage shall not be used. (Ref: Kodak, Fuji, Agfay or other approved equivalent product. Equivalency shall be determined by the City).

 Film Storage Containers: Shall be plastic and designed to accommodate a front and top label indicating whether the roll is an original or duplicate, the roll number, date, and appropriate information as supplied by the City. Acid Free Boxes can be used to

hold duplicate copies of the microfilm.

3. CD's and DVD's, or External Hard Drives for converting original documents, or transferring electronic documents for the purpose of microfilming. The Contractor shall use RW type CD's with a minimum capacity of 700MB/80 minutes and/or RW type DVD's with a minimum capacity of 4.7GB when performing document scanning activities. If higher storage capacity is needed, an External Hard Drive should be used. CD's/DVD's shall be compatible with CD/DVD/RW disk drives utilized in Hewlett Packard computers and may be manufactured by Maxell, Sony, Memorex, TDK, Verbatim, or equivalent alternate product.



- 4. The cost of materials necessary to perform the services specified herein shall be included in the Contract unit prices for the various items of work which it is incidental.
- 5. The Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's employees.
- The Contractor shall be responsible for restoring, at no cost to the City, any and all records that are damaged while under the care of the Contractor regardless of whether the damage results from improper or negligent practices, vandalism, act of God, etc..
- b. The contractor shall provide the following reports:
 - 1. Upon project completion, the contractor shall provide the City an updated inventory bar code list of completed deliverables.
 - 2. Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the City.
 - The Contractor shall submit all reports prior to submitting the final invoice.
 - The cost of the required reports specified herein shall be included in the Contract unit prices for the various items of work to which it is incidental.

E. RESPONSIBILITIES OF THE CITY OF TAMARAC

- a. The City will provide original documents for filming and scanning as follows:
 - 1. Documents: Written documents, ranging in sizes from 8.5" x 11" to 11" x 17", in 1.2 cubic foot storage boxes. Contractor shall prepare the documents for scanning and/or filming.
 - 2. Drawings/Plans: Architectural and engineering drawings/plans, in sizes from 8.5" x 11" to 24" x 36", in 1,2 cubic -foot storage boxes, or in 33" x 43" X 1" flat boxes. Contractor shall prepare the documents for scanning and/or filming. Plans are bound with two (2) or three (3) post ranging from 1/2 inch to 4 inches; spiral comb binding, or stapled. Bound plans are considered a set and may range from 50 to 1000+ pages.
 - Digital Files: CD's, DVD's or electronic documents transferred from the City's FTP site to the Contractor for the purpose of microfilming. The City will provide the FTP link to the Contractor when electronic documents are placed on the City's FTP transfer to the Contractor.

b. Inspection and Approval

 The City's representative will inspect the first roll of microfilm prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the City's representative.



- The City's representative will inspect the first CD or DVD, or External Hard Drive prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the City's representative.
- 3. At the completion of any assigned project, the City's representative will conduct an inspection of all film, CD's, DVD's, or External Hard Drive and other Contractor generated materials provided.
- 4. Any deficiencies noted during an inspection shall be corrected by the Contractor at its expense within seven (7) business days from the date of inspection.

F. QUALIFICATIONS

- a. Must be qualified to provide quality services as stated on the contract Scope of Services while adhering to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1 B-26.002.1, Florida Administrative Code Records Management Standards and Requirements, and meet or exceeds the American National Standards Institute (ANSI) standards.
- b. Must have experience working with Laserfiche. The City is migrating to Laserfiche as its main archival system format.
- c. Must be able to respond in a timely manner to requests and/or inquiries related to work requiring a resolution.
- d. Must be able to meet in person, or remotely with City Representatives for follow up and updates of jobs and account issues.

G. DELIVERY / PICKUP LOCATIONS

- a. Delivery and pickup shall be to and from the following locations:
 - 1. City of Tamarac, City Clerk's Office, 7525 NW 88th Ave., Room 101, Tamarac, FL 33321
 - 2. Parks & Recreation Administrative Bldg., 6001 Nob Hill Road, Tamarac, FL 33321
 - 3. Building Dept./Public Services Bldg., 6011 Nob Hill Road, Tamarac, FL 33321
 - 4. Fire Station 15, 6000 Hiatus Road, Tamarac, FL 33321
 - 5. IT/Utilities Bldg. 10101 State Street, Tamarac, FL 33321
- b. The City reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes will be documented in writing by the City.
- c. The Contractor shall coordinate delivery of completed film with the City's representative.
- d. Upon delivery, the Contractor shall supply the City with documentation supporting the delivery. Documentation provided shall include the following information:



- Contractor internal tracking number shall be included on each invoice.
- 2. Time and date of request for delivery.
- 3. Name of the City representative requesting delivery
- 4. City assigned box or carton number(s)
- 5. City description(s) from the exterior of the box and the initial index and filing paperwork.

H. SCHEDULE

a. The Contractor's standard work hours at the City's site shall be between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the City's observed holidays. The City may require the Contractor to perform work during non-standard hours outside the standard work hours. Non-standard hours will be authorized in writing by the City. The Contractor shall advise the City 48 hours in advance of its projected work schedule for each week. The Contractor shall perform no work during the City's observed holidays without the prior written permission of the City.

The City's observed holidays are listed as follows:

New Year's Day Martin Luther King's Birthday Presidents Day Memorial Day Independence Day Labor Day

Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

In the event an emergency condition is declared by the City, the Contractor shall perform work during such hours as specified by the City.

I. DELIVERABLES

- a. Proposers must upload their proposal to the City's e-Procurement website bidsandtenders™, and must include documentation for each of the following items:
 - Description of the work plan, equipment, schedule, and staff the Proposer is proposing in order to accomplish the items in the Scope of Work. The proposer shall include the following:
 - a. Scheduling Pick Up of new jobs
 - b. Standard turnaround time to complete work based on number of boxes
 - 2. Description of the Proposer's experience and qualifications requested herein in section F.
 - 3. Samples of the requested reports described in section D (b).



- **b.** Proposers must fill out the following on bidsandtendersTM electronic forms:
 - 1. Price Proposal Form
 - 2. At least three (3) references (including name, title, agency, address and telephone number) for persons who can provide information related to the qualifications, capacity, and past experience of your firm.

c. Document upload

Document Upload #	Required forms to be printed out, filled out, scanned back in and uploaded
Document Upload 1	Certified Resolution
Document Upload 2	Certification
Document Upload 3	Offeror's Qualification Statement
Document Upload 4	Non-Collusive Affidavit and Acknowledgment Non-Collusive Affidavit
Document Upload 5	Vendor Drug-Free Workplace
Document Upload 6	Current proof of insurance

Failure to provide the requested attachments <u>may</u> result in your bid being deemed non-responsive.

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VIII. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

IX. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee will be appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

<u>Compliance with Request for Proposals</u> [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

1. Quality of Response

- Clearly demonstrated understanding of the work to be performed.
- ii. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.



- iii. Level of creativity demonstrated by the offeror's proposed methodologies for meeting the requirements of this proposal.
- 2. <u>Services to be Provided</u>. This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.
- 3. Qualifications of the Contractor. Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. These criteria includes:
 - i. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
 - ii. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects
 - iii. Reference information gathered from other entities regarding the past experience of the firm; and
 - iv. Other areas addressed in the Scope of Work herein.
- 4. <u>Costs (Price)</u>. This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).
 - i. The offeror shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Scope of Work herein.
 - ii. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.
- B. ACCEPTABLITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- 1. Acceptable;
- 2. Potentially Acceptable; that is reasonably susceptible of being made



acceptable; or

3. Unacceptable

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA		MAXIMUM POINTS	
1.	Compliance with Request for Proposal (Mandatory)	N/A	
2.	Quality of Response	15 points	
3.	Services to be Provided	30 points	
4.	Qualifications of the Proposer/Expertise	25 points	
5 .	Costs/(Price)	30 points	

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion



and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

G. QUESTIONS ABOUT THE RFP

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request on the City's e-Procurement site with bidsandtendersTM.

Such request must be received by the Purchasing Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein, whichever is the earlier date. Questions shall be submitted through the City's online e-procurement system by the due date listed above.

All questions shall be answered in the form of an Addendum. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing Office as having received the Proposal Documents through our online e-Procurement system. The issuance of a written online addendum shall be the only official method whereby such an interpretation or clarification will be made.

Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** SPECIAL NOTE -- Addendums will only be issued electronically through the City's e-procurement system. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

IT IS ESSENTIAL THAT ALL PROPOSERS WHO INTEND TO SUBMIT A RESPONSE FOR ANY RFP MUST REGISTER WITH bidsandtenders™ AT THE



CITY'S WEBSITE AVAILABLE AT THE FOLLOWING LINK:

https://tamarac.bidsandtenders.org/Module/Tenders/en.

This is the only manner in which a proposer will receive notification of any and all addendums and/or updates to the project.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE SENIOR PROCUREMENT SPECIALIST OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR QUALIFICATION MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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RFP 18-21R RECORDS CONVERSION SERVICES

PRICE PROPOSAL FORM

By submitting the Price Proposal Form electronically, the Proposer agrees to provide Records Conversion Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein. Proposer agrees that any unit price listed is to be multiplied by the estimated quantity requirements below in order to arrive at the total price.

Please submit your price proposal online using the electronic form.

Item No.	Quantity	Unit	Description	Unit Price	Total
1	500	Per Box	Document preparation (estimated 2500 documents per box)		
2	300	Per Set	Document Preparation based of Plans and As Builds 8.5" x 11", 11"x 17" and 24" x 36"		
3	800,000	Per Image	Scanning Paper Documents 8.5" x 11", 8.5" x 14" to CD, DVD or External HD		
4	200,000	Per Image	Scanning Paper Documents 11" x 17" to CD, DVD or External HD		
5	100,000	Per Image	Scanning Paper Documents 24" x 36" to CD, DVD or External HD		
6	800,000	Per Image	Microfilming 16mm Documents 8.5" x 11", 8.5" x 14 from digital CD, DVD, External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)		
7	200,000	Per Image	Microfilming 16mm Document 11" x 17" from digital, CD, DVD, External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)		
8	100,000	Per Image	Microfilming 35mm Plans/Drawings 24" x 36" from digital CD, DVD, External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)		
9	5	Per Hour	Indexing Assistance		
10	100,000	Per File	Indexing scanned documents		<u> </u>
11	100,000	Per File	Indexing microfilm documents		
12	4,000	Per Container	Indexing storage medium for CD, DVD, External HD or Microfilm		
13	10	Per Roll	Duplication of original Silver Film to Diazo	 	
				TOTAL	

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88th Ave
Tumarac, FL 33321



"Committed to Excellence...Atways" (954) 597-3570 Purchasing@Tamarac.org https://tamarac.solicitationsandtenders.org

The quantities shown herein are estimated quantities based on historic usage and represent the best estimate of the City for required quantities. The City may have quantities that are less than or more than the estimated quantities shown herein. The contract issued as a result of this solicitation shall be for the actual quantities required.

The City reserves the right to reject any or all Proposals, to waive any or all Proposals, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of CITY. In the event of latent multiplication or addition errors, the Proposer recognizes that these are clerical errors and may be corrected by the Owner. Furthermore, the Proposer declares to have specific and legal authorization to obligate their firm to the terms of this Proposal both in writing and electronically. The Proposal schedule is available online at: https://tamarac.bidsandtenders.org/Module/Tenders/en.

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RFP 18-21R RECORDS CONVERSION SERVICES

PROPOSAL CHECKLIST

	BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU
<u> </u>	Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
2 .	Provide a Technical Proposal and Work Plan and any documentation requested within the Proposal Document.
<u> </u>	Properly fill out the Price Proposal Form online at https://tamarac.bidsandtenders.org/Module/Tenders/en.
4.	Fill out and sign the Certification page. Failure to do so will result in your Bid being deemed non-responsive.
5 .	Fill out and sign the Certified Resolution.
6 .	Fill out and sign the Offeror's Qualification Statement.
7 .	Fill out the electronic Reference Form.
8.	Fill out and sign the Non-Collusive Affidavit and have it properly notarized.
9.	Fill out and sign the Vendor Drug Free Workplace Form.
<u> </u>	Include proof of insurance.

BEFORE SUBMITTING YOUR ONLINE PROPOSAL, YOU MUST START BY ACCESSING THE FOLLOWING LINK: https://tamarac.bidsandtenders.org/Module/Tenders/en

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will <u>not</u> be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.



RFP 18-21F

SAMPLE FORM AGREEMENT BETWEEN THE CITY OF TAMARAC AND

· · · · · · · · · · · · · · · · · · ·
THIS AGREEMENT is made and entered into this day of, 20XX by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and, a corporation with principal offices located at (the "Contractor") for the purpose of providing Records Conversion Services to the City of Tamarac.
ocivious to the only of Famalac.
Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:
1. The Contract Documents
The Contract Documents consist of this Agreement, RFP Document No 18-21R including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement and all are as fully a part of the Agreement as if attached to this Agreement of repeated therein. In the event that there is a conflict between 18-21R as issued by the City, and the Contractor's Proposal, 18-21R as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Documents, this Agreement shall prevail.
2. The Work
The Contractor shall perform all work for the City required by the contrac documents as set forth below:
2.1. Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined to the contract documents.
2.2. Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.3. Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.



2.4. Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3. Insurance

- 3.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified below or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2 Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements			
	Occurrence	Aggregate	
Line of Business Coverage	Limits		
Commercial General Liability Including:			
Premises / Operations			
Contractual Liability			
Personal & Advertising injury			
Bodily Injury			
Independent Contractors	\$1,000,000	\$2,000,000	
Explosion, Collapse and Underground	Ψ1,000,000	+_ , - ,	
<u>Hazard</u>			
Products / Completed Operation			
Broad Form Property Damage	,		
Cross Liability and Severability of			
Interest Clause			
Automobile Liability	\$1,000,000	\$1,000,000	
Workers Compensation & Employer's			
Liability	Statutory		



4. Contract Term

The contract period shall be for three (3) years based upon successful performance by the Contractor. The initial contract term shall commence upon date of award by the City or at a date mutually agreeable with the successful contractor, whichever is later and shall expire one (3) years from that date. Upon completion of the first three (3) year period, the City reserves the right to renew the Contract for two (2) additional one (1) year periods 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 Purchasing & Contracts Manager. The extension period shall not extend for more than ninety (90) 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. The ongoing performance evaluation process will continue during any renewal periods for the life of the Agreement.

5. Contract Pricing

The Contract Pricing for the above work shall be in accordance with the unit pricing contained within Attachment A. The contract shall be for the actual amount as ordered by the City.

6. Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7. Remedies

- 7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.
- 7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8. Warranty

Contractor warrants the service provided are in accordance with the



specifications of Bid No. 18-21R. In the event that services do not meet the specifications, Contractor shall perform such steps as required to remedy the defects within a reasonable time after work has been performed.

9. Indemnification

- 9.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- **9.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
 - i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 9.3 The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 9.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as



amended from time to time.

10. Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status. political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

11. Independent Contractor

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

12. Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall



not be subcontracted without the prior written consent of the city.

13. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

City Manager City of Tamarac 7525 N.W. 88th Avenue Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200 Fort Lauderdale, FL 33308

CONTRACTOR

14. Termination

- 14.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 14.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by



Contractor of written notice of such neglect or failure.

15. Public Records

- 15.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - 15.1.1 Keep and maintain public records required by the City in order to perform the service:
 - Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
 - 15.1.3 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.
 - 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.
- 15.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

16. Agreement Subject to Funding

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

17. Venue

This Agreement shall be governed by the laws of the State of Florida as now and



hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. Signatory Authority

21.1The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19. Severability; Waiver of Provisions

22.1Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceability without invalidating remaining provisions hereof or affecting validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20. Uncontrollable Circumstances

- 23.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 23.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

21. Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

22. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other



presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

23. Contingent Fees

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

22. PUBLIC RECORDS CUSTODIAN

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

CITY CLERK 7525 NW 88TH AVENUE ROOM 101 TAMARAC, FL 33321 (954) 597-3505 CITYCLERK@TAMARAC.ORG CITY OF TAMARAC PURCHASING AND CONTRACTS DIVISION 7525 NW 88th Ave Tumarac, FL 33321



"Committed to Excellence...Always" (954) 597-3570 Purchasing@Tamarac.org https://tamarac.solicitationsandtenders.org

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

	Harry Dressler, Mayor
	Date
ATTEST:	Michael C. Cernech, City Manager
Patricia A. Teufel, CMC City Clerk	Date
Date	Approved as to form and legal sufficiency:
	City Attorney
	Date
ATTEST:	Company Name
Signature of Corporate Secretary	Signature of President/Owner
Type/Print Name of Corporate Secy.	Type/Print Name of President/Owner
(CORPORATE SEAL)	Date

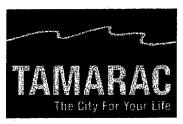
CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88th Ave
Tamarac, FL 33321



"Committed to Excellence...Always" (954) 597-3570 Purchasing@Tamarac.org https://tamarac.solicitationsandtenders.org

CORPORATE ACKNOWLEDGEMENT

STATE OF	
COUNTY OF	:SS :
I HEREBY CERTIFY that	at on this day, before me, an Officer duly authorized in the State
	unty aforesaid to take acknowledgments, personally appeared, of
	Corporation, to me known to be the person(s)
	executed the foregoing instrument and acknowledged before me
that he/she executed the	
vvi⊺NESS my nand and	official seal this day of, 2017. Signature of Notary Public State of Florida at Large
	Print, Type or Stamp Name of Notary Public
	Personally known to me or Produced Identification
	Type of I.D. Produced
	DID take an oat DID NOT take an



<u>CITY OF TAMARAC</u> PURCHASING AND CONTRACTS DIVISION

7525 NW 88th Ave Tamarac, FL 33321

"Committed to Excellence...Always"

06/20/2018

Addendum #1

Bid Opportunity: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for Bid No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

Can any of the records leave the State of Florida? Can the work be performed out of state?

Answer 1:

No records shall leave the State of Florida, ONLY electronic files to be digitized to film may be performed out of state.

Question 2:

What is the City of Tamarac's Indexing requirements? You referred to documents on the pricing page, how many index fields and characters are contained in a document?

Answer 2:

Index characters will vary from each job and will be provided to the vendor at the time records are picked up for processing along with an electronic inventory list.

Question 3:

What is the City of Tamarac's expectations for file requests, 2-4 hours digital, 24-hour hard copy?

Answer 3:

2-4 hours digital or if digital is not available, then 24-hour hard copy service, in that order.

Question 4:

Should the vendor provide a company vehicle and a company employee to make ALL scheduled pickups and deliveries to maintain chain of custody. Are there any special requirements for handling confidential records such as HR, Payroll, etc?

Answer 4:

All company pickups and deliveries shall be done by an identifiable company employee and vehicle. HR records will NOT be handled by the vendor except for microfilm roll developing service as these files are filmed In-house. The vendor shall be responsible for following State of Florida Records Law when handling confidential records and at no moment shall files be copied or distributed without the City's authorization.

Question 5:

Can your records be shipped VIA UPS, FedEx or any other third party where they maybe left unattended of periods of time?

Answer 5:

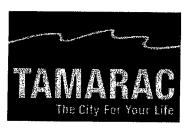
No, the records cannot be shipped via UPS, FedEx or ANY OTHER third party. The records MUST be handled by vendor at all times.

Please return and/or acknowledge this Addendum No. 1 with your electronic bid submittal due on <u>July 18, 2018 at 3:00 PM local time to Tamarac City Hall, RM 108, 7525 NW 88th Ave., Tamarac, FL 33321.</u>

Sincerely,

Am Man Calif

Ann Marie Corbett Buyer



<u>CITY OF TAMARAC</u> PURCHASING AND CONTRACTS DIVISION

7525 NW 88th Ave Tamarac, FL 33321 "Committed to Excellence...Always"

06/28/2018

Addendum # 2

Request for Proposal: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

On the Price Proposal Form, Item # 9 (pg. 29), are you referring to the vendor helping the City of Tamarac create templates which will be needed for every project (templates contain the index and metadata) or, assistance in mounting the briefcase or volumes to the repository to reduce the cost of professional services whether internal or external?

Answer 1:

The respondents shall be involved in the creation of applicable templates, scanning (to include all metadata and indexes), creation and delivery of a Laserfiche repository/briefcase to the City, and shall provide assistance to the City with importing/mounting the briefcase into the City's Laserfiche environment.

Question 2:

The Qualifications Section F (b) on page 22 states the proposer must have experience in working with Laserfiche. Section I (2) on page 23 requires the proposer to provide experience and qualifications requested in Section F. Please see below for clarifications on the Laserfiche requirements.

Answer 2:

- 1. The proposer shall provide specific experience with any past projects working with Laserfiche.
- 2. The proposer shall include at least one (1) out of the three (3) required references (including name, title, agency, address and telephone) for persons who can provide information related to the qualifications, capacity, and experience of your firm specifically providing Laserfiche services.

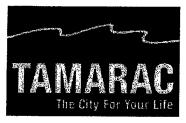
Please return and/or acknowledge this Addendum No. 2 with your electronic RFP submittal due on <u>Wednesday</u>, <u>July 18</u>, <u>2018 at 3:00 PM local time to:</u> <u>https://tamarac.bidsandtenders.org/Module/Tenders/en</u>

Sincerely,

Ann Marie Corbett

an Man Color

Buyer



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7525 NW 88th Ave Tamarac, FL 33321 "Committed to Excellence...Always"

06/29/2018

Addendum # 3

Request for Proposal: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

<u>Please note that page 9 section No. 11.2 and page 39 section No. 17.2 shall now read as follows:</u>

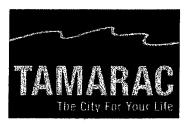
Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Please return and/or acknowledge this Addendum No. 3 with your electronic RFP submittal due on <u>Wednesday</u>, <u>July 18</u>, <u>2018 at 3:00 PM local time to:</u> <u>https://tamarac.bidsandtenders.org/Module/Tenders/en</u>

Sincerely,

Ann Marie Corbett Buyer

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<u>CITY OF TAMARAC</u> PURCHASING AND CONTRACTS DIVISION

7525 NW 88th Ave Tamarac, FL 33321 "Committed to Excellence...Always"

07/02/2018

Addendum #4

Request for Proposal: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

Can the process of scanning the paper into electronic images be done onsite at the City of Tamarac, provide the vendor supplies the equipment and staff?

Answer 1:

The City may be able to accommodate the vendor onsite, but in order to determine whether or not we have the space capacity, the following information must be provided in the Proposal:

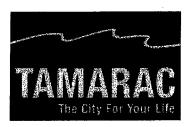
- 1. Identify what kind of equipment will be used, the size, and how much space you will require.
- 2. Identify the number of staff members you will have onsite.

Please return and/or acknowledge this Addendum No. 4 with your electronic RFP submittal due on <u>Wednesday</u>, <u>July 18</u>, <u>2018 at 3:00 PM local time to:</u> https://tamarac.bidsandtenders.org/Module/Tenders/en

Sincerely,

Ain Man Colof

Ann Marie Corbett Buyer



<u>CITY OF TAMARAC</u> PURCHASING AND CONTRACTS DIVISION

7525 NW 88th Ave Tamarac, FL 33321 "Committed to Excellence...Always"

07/11/2018

Addendum # 5

Request for Proposal: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

Is there an opportunity to visit the site and view records?

Answer 1:

There are no specific records to view. At this time, the records are in storage and the quantity of records will vary throughout the term of the contract. As stated on page 30 of the RFP Price Proposal Form, the estimated quantities are based on historic usage.

Question 2:

Will the index information always be found in the header?

Answer 2:

No, the documents do not have a header. Each box of documents is inventoried, and the vendor is provided with an electronic version and hard copy of the inventory at the time of pick-up.

Question 3:

What is the required resolution, Black and White / Gray-scale or Color?

Answer 3:

The required resolution can be found on page 19, VI. Scope of Work, section C (c) (2) of the RFP. As long as it is legible, if the documents are in color, it is preferred the documents are kept in their natural state and scanned in color.

Question 4:

Can you please clarify in more detail the specific types of documents in Written, Drawings/Plans, and Digital Files?

Answer 4:

Please refer to page 21, Section VI. Scope of Work Section E (a) for details on the original documents to be scanned. The documents provided by the City are paper and will be scanned to digital files by the vendor.

Question 5:

How many trips for pick-up should be scheduled for the estimated collection of all the boxes?

Answer 5:

Pick-up is as needed and based on work pending to be processed with the vendor and is also based on the vendor turn-around time.

Question 6:

What is the required naming convention of the final scanned files?

Answer 6:

The vendor shall use the index as directed and provided by the City at the time of pick-up.

Question 7:

Do we need to re-staple or re-bind applicable documents after scanning?

Answer 7:

Either paperclips, binder clips or both are acceptable to keep the files in their original state in which they were received by the vendor.

Question 8:

Will all text to be captured for indexing be legible and identifiable on images and not handwritten?

Answer 8:

Handwritten items will be included within the documents.

Question 9:

Is full text OCR required for scanning?

Answer 9:

Full text OCR is preferred. Please include optional pricing for OCR scanning on the optional pricing form. The updated proposal schedule with the optional pricing is available online at: https://tamarac.bidsandtenders.org/Module/Tenders/en.

Question 10:

Are there color contents or pictures available in the documents to be scanned? If yes, do we need to retain colors in the final scanned file?

Answer 10:

There are color pictures within the documents to be scanned and the vendor should be able to make adjustments in color as required.

Question 11:

Will the City want to review the document after scanning and before converting to Microfilm rolls?

Answer 11:

Yes, please refer to page 21, VI. Scope of Work, Section E (b) of the RFP.

Question 12:

Is there a budget dollar amount for this project?

Answer 12:

The City is in the process of installing new Laserfiche document management software, and as such, has not determined the exact amount of scanning required. (The historical quantities are provided herein for purposes of determining a means to compare pricing between proposals). The actual budget will be determined once the RFP is closed and awarded by the City Commission, as the required items to be scanned have not been finalized at this time.

Question 13:

Is there any specific turnaround to complete the projects or is there a weekly or monthly limit to provide the completed material to the City?

Answer 13:

The vendor shall provide their turnaround time within their proposal based on 1.2 cubic feet boxes of regular documents and 2.4 cubic feet boxes of drawings.

Question 14:

Under VI.D.b.2. What data is required and is .xls acceptable?

Answer 14:

The data is an inventory list of all documents. Excel is an acceptable file format for the master electronic inventory list report.

Question 15:

Under VI.D.a.5. For what purpose is a cell phone needed with respect to the scope of work? Onsite work?

Answer 15:

If a vendor requires cellular phone equipment and services, the City is not responsible for providing this. The vendor must supply their own equipment and obtain their own service at no cost to the City. Please refer to Addendum # 4 regarding onsite work.

Question 16:

Under VI.C.a.2. Other than deliveries, what onsite work is requested; if any?

Answer 16:

No onsite work is required. Only deliveries and pickups. Please refer to addendum # 4 regarding onsite work.

Question 17:

Under VI.C.c.2. Please verify that you have paper documents that need to be scanned to pdf, and then those same images need to be converted to film.

Answer 17:

Yes, the City has paper documents that need to be scanned and then converted to film. Please refer to page 21, VI Scope of Work, section E (a) for the types of documents that will require scanning and microfilm conversion.

To clarify, page 19, VI. Scope of Work, Section C (c) (5) is referring to scanning the original paper documents to the CD's, DVD's, External Hard Drive or FTP site. The vendor will then be microfilming these scanned documents after City approval.

Question 18:

Under VI.E.a.2. Mixed Sizes: Are there cases where a single document has a mixture of 8.5" x 11" paper as well as up to 24" x 36"? If so, is it acceptable to split the document? Ex. DOC1.PDF contains all pages up to paper size 11" x 17" while DOC1-PLANS.PDF contains only the large format pages?

Answer 18:

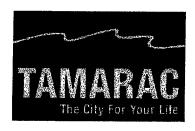
Yes, and they may be split as long as the City is notified in advanced, so the City can determine if it is acceptable to split the documents for those particular files.

Please return and/or acknowledge this Addendum No. 5 with your electronic RFP submittal due on <u>Wednesday</u>, <u>July 18</u>, <u>2018 at 3:00 PM local time to:</u> https://tamarac.bidsandtenders.org/Module/Tenders/en

Sincerely,

Ann Marie Corbett Buyer

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7525 NW 88th Ave Tamarac, FL 33321 "Committed to Excellence...Always"

07/11/2018

Addendum # 6

Request for Proposal: 18-21R - Records Conversion Services

This addendum shall modify and become a part of the original Proposal Document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Documents for RFP No. 18-21R - Records Conversion Services

TO ALL PROSPECTIVE BIDDERS:

Please note question(s) and/or comment(s) below:

Question 1:

The contractor shall provide the following reports:

- 1. Upon project completion, the contractor shall provide the City an updated inventory bar code list of completed deliverables.
- 2. Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the City.

Please clarify # 1 or is it the same as #2?

Answer 1:

On page 21, the Scope of Work VI. Section D (b)(1), the City is not using a
barcode system at this time and the report is not required by the City. If the
vendor uses an internal barcode process, then the vendor can use this
report for their purposes.

2. On page 21, the Scope of Work VI. Section D (b)(2), this refers to the Master Electronic Inventory, please refer to Addendum 5, Question No. 14 for formatting information. This report will be emailed in Excel format to the vendor with a paper copy provided to the driver at pick-up. A column will be added to the Excel spreadsheet for the vendor to input information regarding the job they completed. The information required will be provided at the time of pick-up.

Question 2:

Does the City have color images, and should that be priced separately? Please give a quantity or percentages for small and large.

Answer 2:

Please refer to addendum 5, Question No. 3 and 10 regarding color images. The quantity of color images, large and small will vary.

Question 3:

The Contractor shall provide one (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick one hundred (100) foot roll from permanent documents.

Will the City accept 16mm x 215' for space reduction?

Answer 3:

No.

Question 4:

The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1 B-26.002 1, Florida Administrative Code Records Management - Standards and Requirements--Microfilm. Standards, which meets or exceeds the American National Standards Institute (ANSI) standards. Should this include 1B-26.003 Electronic Recordkeeping?

Answer 4:

The vendor must adhere to all the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1 B-26.

Question 5:

12. FIRM PRICING

12.1 Proposals prices shall be fixed and firm to the extent required under any Special Conditions or the Statement of Work. In the absence of a reference in the Special Conditions or Statement of Work, proposal prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation

Will the City allow price increases on the microfilm? This commodity is volatile in today's market. Microfilm usage is declining at a rapid pace and the manufactures are maintaining margin with constant price increases to its vendors.

Answer 5:

Prices quoted shall be firm for the initial year of the Agreement. Thereafter, the second and third years of the Agreement as well as any extensions which may be approved by the City shall be subject to the following: Costs FOR MICROFILMING ONLY 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.

Please return and/or acknowledge this Addendum No. 6 with your electronic RFP submittal due on <u>Wednesday</u>, <u>July 18</u>, <u>2018 at 3:00 PM local time to:</u> https://tamarac.bidsandtenders.org/Module/Tenders/en

Sincerely,

Ann Marie Corbett

Buyer

18-21R - Records Conversion Services

Opening Date: June 17, 2018 9:00 AM

Closing Date: July 18, 2018 3:00 PM

Vendor Details

Company Name:

Advanced Data Solutions, Inc.

Address:

141 Scarlet Blvd. Suite A

Oldsmar, Florida 34677

Contact:

Carol Orloski

Email:

corloski@adsus.net

Phone:

813-855-3545

Fax:

813-855-3545

HST#:

Submission Details

Created On:

Tuesday july 10, 2018 09:25:33

Submitted On:

Wednesday July 18, 2018 14:33:10

Submitted By:

Carol Orloski

Email:

corloski@adsus.net

ransction #:

36269e4b-ef21-409c-aede-cbe5fcb86ec2

Submitter's IP Address:

173.78.224.42

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

PRICE PROPOSAL FORM

By submitting the Price Proposal Form electronically, the Proposer agrees to provide Records Conversion Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein. Proposer agrees that any unit price listed is to be multiplied by the estimated quantity requirements below in order to arrive at the total price.

The quantities shown herein are estimated quantities based on historic usage and represent the best estimate of the City for required quantities. The City may have quantities that are less than or more than the estimated quantities shown herein. The contract issued as a result of this solicitation shall be for the actual quantities required.

The City reserves the right to reject any or all Proposals, to waive any or all Proposals, to re-advertise for Proposals, to award in whole or in part to one or more Proposers; or take any other such actions that may be deemed to be in the best interest of CITY. In the event of latent multiplication or addition errors, the Proposer recognizes that these are clerical errors and may be corrected by the Owner. Furthermore, the Proposer declares to have specific and legal authorization to obligate their firm to the terms of this Proposal both in writing and electronically.

1	Document preparation (estimated 2500 documents per box)	500	BOX	1	\$9,000.00
2					
3	Scanning Paper Documents 8.5" x 11", 8.5" x 14" to CD, DVD or External HD	800000	IMAGE	\$0.0380	\$30,400.00
Section 25 Sections		100000	IMAGE	\$0,4500	\$45,000.00
6	Scanning Paper Documents 24" x 36" to CD, DVD or External HD	100000	IIIIAGE	30.1300	
Latter Cursis	Microfilming 16mm Document 11" x 17" from digital, CD, DVD, External HD or FTP site (one original on Silver Film and 1 copy on Diazo Film)	200000	IMAGE		\$8,200.00
8					
THE HEAVY	Indexing Assistance	5	HOUR	\$50.0000	\$250.00
p.	INDENIES ACCOUNT COMMENTS				1775036573
11	Indexing microfilm documents	100000	FILE	\$0.0200	\$2,000.00
12 13	Injoining Morage matching and D. 1960. Esternal 110, an Determinal Duplication of original Silver Film to Diazo	10	ROLL	\$35.0000	\$350.00
		<u> </u>		Subtotal:	\$180,000.00

Optional OCR Scanning

Please submit the cost to scan all documents full text OCR. If there is no price difference, input the same price listed on items 3, 4, and 5 in the Price Proposal Form.

	OCR Scanning Paper Documents 8.5" x 11", 8.5" x 14" to CD, DVD or External HD	800000	IMAGE	and the same of the same of the	\$32,800.00
2	Participants Properties and Transport (Properties Participant Co.	marco -	IMAGE TO THE		
3	OCR Scanning Paper Documents 24" x 36" to CD, DVD or External HD	100000	IMAGE	\$0.4530	\$45,300.00
L				Subtotal:	\$86,300.00

Summary Table

PRICE PROPOSAL FORM	\$180,000.00
Stowalt on the state of the sta	SPRICIONACI

Bid Questions

Payment Terms: Provide terms and % (percent discount, if any, if payment made within the provided number of DAYS; otherwise, terms are NET 30 days. Please provide the number of days required to receive the percentage discount.

The City of Tamarac desires to have the ability to use a city redit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

			7		
1	City of Ft. Lauderdale	700 NW 19th Ave., Ft. Lauderdale, FL 33311`	Robin McIntosh	954-828-5281	rmcintosh@fortlauderdale. *
2		NOW ALEST CHA PROPER SERVICES 300	Eugene Zamoski	95 4-786-4 537	eugene zamoski@copbil.co m
3	Village of Pinecrest	Pinecrest, FL 33156	Guido Inguanzo	305-234-2121	inguanzo@pinecrest-fl.gov *
	Envior Atlanta/Hartsfield ackson (Atlanta Asianon)	With S libbs Rd. College Park GA 90537	Annette Williams	and the state of t	angeste will ams@atlanta- alsport.com
5	City of Orlando	400 S.Orange Ave., Orlando, FL 32802	Tisa Mitchell	407-246-3179	tmitchell@cityoforlando.ne t

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- CERTIFIED RESOLUTION CERTIFIED RESOLUTION.pdf Monday July 16, 2018 11:30:45
 CERTIFICATION CERTIFICATION.pdf Monday July 16, 2018 11:36:08
 OFFEROR'S QUALIFICATION STATEMENT Offeror's Qualification Statement.pdf Wednesday July 18, 2018 10:04:36
 NON-COLLUSIVE AFFIDAVIT NON-COLLUSIVE AFFIDAVIT ACKNOWLEDGEMENT.pdf Monday July 16, 2018 11:38:05
 VENDOR DRUG-FREE WORKPLACE VENDOR DRUG FREE WORKPLACE.pdf Monday July 16, 2018 11:39:45
 CURRENT PROOF OF INSURANCE INSURANCE.pdf Monday July 16, 2018 11:41:20
 PROPOSAL SUBMISSION City of Tamarac Proposal.pdf Wednesday July 18, 2018 13:08:18

Addenda, Terms and Conditions

General Terms and Conditions

These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Responding firms including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such the words "quotation", "bid" and "proposal" may be used interchangeably in reference to all offers submitted by prospective Responding firms. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Responding firm is directed to submit all bids online at: https://tamarac.bidsandtenders.org/Module/Tenders/en no later than the date and time specified on the cover page of this solicitation document. Bids will not be considered and cannot be entered online after the above referenced closing date. The City will not be responsible for a late bid as a result of the vendor's inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

2. TYPES OF SOLICITATIONS ISSUED BY THE BID

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

\(= \text{Invitation for Bid (ITB)}\)

R = Request for Proposal (RFP)

L = Letter of interest (LOI)

Q = Request for Qualifications (RFQ)

FQ = Formal Quotation (RFFQ)

IQ = Informal Quotation (RFIQ)

HQ = Housing Quotation (RFHQ)

This suffix will determine what type of solicitation the City will be procuring.

3. WITHDRAWAL OF BID

Any Responding firm may withdraw its bid prior to the indicated opening time. The request for withdrawal must be completed online at https://tamarac.bidsandtenders.org/Module/Tenders/en This must be requested prior to the bid opening date and time

4. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the bid

5. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

6. QUANTITIES

uantities shown are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

7. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, pricing submitted shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Prompt Payment Discounts: Responding firms are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Responding firm shall enter zero (0) for the percentage discount to indicate net 30 days. If the Responding firm does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at https://tamarac.seamlessdocs.com/f/DirectDeposit.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

8. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in

9. MANUFACTURER'S NAME & APPROVED EQUIVALENTS

Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired, and are not intended to restrict competition unless otherwise specified in the bid. The Responding firm may offer any brand which meets or exceeds the specifications for any item(s) unless the specification specifically requires the use of a certain brand or model to provide for compatibility with existing items already in place at the City. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model/catalog number. Responding firm shall submit complete descriptive literature and/or specifications with the bid. The burden of proof for specification compliance is solely on the Responding firm. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this Information within three (3) business days of the City's request may be grounds for bid disqualification. If Responding firm fails to name a substitute, it will be assumed that the Responding firm has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Responding firm intends to furnish goods identical to the bid standard.

10. SAMPLES AND DEMONSTRATIONS

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven days of the request unless otherwise stated in the bid. Each sample must be marked with the Responding firm's name and manufacture's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Responding firm.

11. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Responding firm's officers and/or employees, by the Broward County Sheriff's Office. Responding firm's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Responding firm's qualifications.

12. CONDITION OF MATERIALS

All materials and products supplied by the Responding firm in conjunction with this bid shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Responding firm at no cost to the City.

Successful Responding firm shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

13. COPYRIGHTS OR PATENT RIGHTS

The Responding firm warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

14. SAFETY STANDARDS

The Responding firm warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall follow Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered because of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

15. PERFORMANCE

Failure on the part of the Quoting firm to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Responding firm, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

16. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

17. TERMINATION

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

17.2 TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.3 FUNDING OUT: This agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

9. ASSIGNMENT

The Responding firm shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

No such approval will be construed as making the City a part of or to such assignment, or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the contract.

19. EMPLOYEES

Employees of the Responding firm shall always be under its sole direction and not an employee or agent of the City. The Responding firm shall supply competent and physically capable employees. The City may require the Responding firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Responding firm shall be responsible to the City for all acts and omissions of all employees working under its direction.

20. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the successful Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this ondiscrimination clause.

21. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

22. OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the Responding firm of supplying such product(s) as specified.

23. INSURANCE REQUIREMENTS

Except for contract requirements where goods are drop-shipped to the City, responding firm agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Responding firm shall obtain at Responding firm's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Responding firm shall maintain such insurance in full force and effect during the life of this Agreement. Responding firm shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Responding firm shall indemnify and save the City harmless from any damage resulting to it for failure of either Responding firm or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Responding firm agrees to maintain during the term of this contract:

The following are an example of the required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

The City reserves the right to require higher limits depending upon the scope of work under this Agreement that may be outlined below.

Neither Responding firm nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Responding firm will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form.

Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Responding firm's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Responding Firm's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Responding firm shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Responding firm purchase a bond to cover the full amount of the deductible or self-insured retention. If the Responding firm is to provide professional services under this Agreement, the Responding firm must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. A sample insurance certificate validating that the responding firm has the required insurance coverage that will meets the requirements outlined herein must be uploaded with Responding firm's bid.

24. INDEMNIFICATION

The Responding firm shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Responding firm or its Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

25. INDEPENDENT CONTRACTOR

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

City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

26. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this quotation, the Special Conditions and/or the Detailed Specifications shall prevail.

The Responding firm shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.

Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at https://tamarac.bidsandtenders.org/. The City of Tamarac reserves the right to amend this bid prior to the bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice). It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All bidders / proposers must visit https://tamarac.bidsandtenders.org/ to download bid documents. Bidders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, bidders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Bidders shall be solely responsible for maintaining accurate contact data with the Bids and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

27. BID TABULATION

When a IFB or bid Closes an unofficial bid, tab will be posted online at: https://tamarac.bidsandtenders.org Responding firms will be able to download the unofficial bid tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

'ursuant to Florida Statute Chapter 119, Section 7(m), sealed bids and quotations or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

28. RECORDS/AUDITS

- 28.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the City to perform the service;
- B. Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- C. 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.
- D. 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.
- **28.2** During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.
- 28.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted counting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the ápproval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

29. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, the City reserves the right to reject such bid.

30. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Responding firm's online submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

31. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

32. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Responding firms shall be responsible for complying with all the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Responding firms shall note any deviation or variance with the Form Agreement document at the time of the online bid submission.

33. OTHER GOVERNMENTAL ENTITIES

If a Responding firm is awarded a contract because of this Request for Quotation, responding firm will, if Responding firm 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 Request for Quotation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

34. CUSTODIAN OF 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:

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Melody Engle, President

The bidder shall declare any potential conflict of interest that could arise from bidding

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

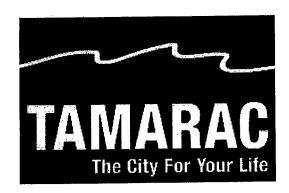
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name:	I have reviewed the below addending and attachments (if applicable)	Pages
18-21R Records Conversion Services Addendum No. 6 Thu July 12 2018 08:03 AM		
18-21R Records Conversion Services Addendum No. 5 Tue July 10 2018 03:41 PM		
18-21R Records Conversion Services Addendum No. 4 Mon July 2 2018 02:35 PM		2
18-21R Records Conversion Services Addendum No. 3 Fri June 29 2018 12:19 PM	M	1
18-21R Records Conversion Services Addendum No. 2 Thu June 28 2018 09:28 AM		2
18-21R Records Conviersion Services Addendum No. 1 Wed June 20 2018 02:55 PM		3

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Proposal Document Presented For:



Request for Proposal for Records Conversion Services

RFP# 18-21R

Due: July 13, 2018

Submitted by:

Advanced Data Solutions, Inc. Tampa Atlanta Miami www.adsus.net



July 17, 2018

City of Tamarac, Purchasing & Contracts Division 7525 NW 88th Ave. Room 108 Tamarac, Florida 33321 Attn: Ann Marie Corbett

To Whom It May Concern:

Advanced Data Solutions, Inc. (ADS) is pleased to submit this response to your Request for Proposal, Records Conversion Services. As a Premier Reseller of LASERFICHE, we handle the import of thousands of electronic images and metadata into this software on a daily basis. We are critical in the design and implementation of department-specific workflows, folder structures, templates and group assignments. If selected as your solution provider, we stand ready to perform in accordance with the requirements of the contract and the terms and conditions set forth in this RFP.

With a client-based focus on State and Local government, ADS has provided electronic document management solutions to countless entities with records management needs and documentation similar (if not identical) to yours. Since 1999, this is what we do and who we are. We have worked directly with numerous agencies completing huge back-file conversion projects, system implementations, web hosting and on-going records management needs. Our operations facilities are in Oldsmar, Florida (Tampa Bay), Dallas, Georgia (Metro Atlanta) and Miami.

Our primary focus is the conversion of microfilm, standard paper and large-format drawings to digital images. We have over 20 years of experience integrating and interfacing literally millions of source-image and index files into countless document imaging systems including Laserfiche. Because of this, we are **uniquely qualified** to provide your conversion services. We have the **strongest** expertise within the **municipal government** for document imaging in the Southeastern US.

We have passed a rigorous RFP process with the Department of Management Services initially downscaling State Contract vendors from over 600 to 125. State contract vendors are scrutinized primarily on experience, references & financial strength. We submitted the highest D&B credit rating available achieving 100% point value. References and experience were equally valued. We are currently in the process of obtaining our General Services Agreement (GSA Contract). This is forthcoming late 2018.

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

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

Kindest regards,

John Tivale

John Civale VP of Sales Advanced Data Solutions, Inc.

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a. Proposers must upload their proposal to the City's e-Procurement		
website bidsandtenders, and must include documentation for each of the		
following items:		
1. Description of the work plan, equipment, schedule, and the staff the		C / ALL
Proposer is proposing in- order-to accomplish the items in the Scope		
of Work. The proposer shall include the following:		
a. Scheduling the Pick Up of new jobs.		
b. Standard turnaround time to complete work based on # of boxes		,
2. Description of the Proposer's experience and qualifications requested	Ø	ABCF
herein in Section F.		
3. Samples of the requested reports described in section D (b).	Ø	CDG
b. Proposers must fill out the following bidsandtenders electronic forms:		
1. Price Proposal Form		
2. At least three references (including name, title agency, address and	Ø	-
telephone number) for persons who can provide information related		
to qualifications, capacity and past experience of your firm.		
c. Document Upload		
1. Certified Resolutions		~
2. Certification		-
Offeror's Qualification Statement	Ø	-
4. Non-Collusive Affidavit & Acknowledgment Non-Collusive Affidavit	Ø	-
5. Vendor Drug-Free Workplace	図	-
6. Current Proof of Insurance	Ø	

	1200 T.		
Compliance with Request for Proposal (Mandatory)		Ø	All
Quality of Response	15	Ø	All
Services to be Provided	30	函	BC
Qualifications of the Proposer / Expertise	25	Ø	ABCF
Cost / (Price)	30	Ø	Included
Total	100		



We have serviced countless multi-year contracts during our 20 years of municipal records management expertise.

ADS formed in 1999 to provide document imaging systems and services to our client base throughout Florida. Our service bureau converts millions of standard paper, large format drawings and microformed documents monthly to digital images. Our experience has given us "hands on" interaction with many departments within a variety of organizational structures. Through our specialization, we became a leading systems integrator with unique specialization in departmental workflow, document lifecycles, records retention guidelines and best practices.

Our qualifications will be well documented throughout our proposal. Clearly, we specialize in the conversion of records defined in your initiative. We have extensive experience with the import of millions of image and metadata files into the Laserfiche platform. In addition, we have implementation and support experience with our Laserfiche systems clients as a premier value-added reseller.

Our operations facilities are detailed below. We operate multiple shifts and provide records management services for over 200 municipalities.

Advanced Data Solutions	Advanced Data Solutions	Advanced Data Solutions
65 Antioch Road, Suite C	13302 SW 128 Street	141 Scarlet Boulevard, Ste A
Dallas, Georgia 30157	Miami, Florida 33186	Oldsmar, Florida 34677

Our headcount is approximately 40 and is dependent on current project requirements. Most key employees have been with the company for years and our retention rate is high. We work in a strong team environment both internally and externally always inclusive of client project team personnel. We believe these relationships are directly responsible for the success we have with each-and-every records management project.

Our operational structure is divided among three major service divisions.

Paper Records Conversion Services (Small Format Documents and Large Format Prints)
Microfilm and Microfiche Conversion Services
Records Management & Document Imaging Systems Implementations

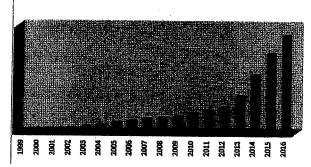
Unique Qualifications

We have the **strongest** expertise in document imaging in the Southeastern United States focused primarily on our three vertical markets: Government, Medical and Legal. We have passed a rigorous RFP process with the Department of Management Services initially downscaling State Contract vendors from over 600 to 125. State contract vendors are scrutinized primarily on experience, references & financial strength. We submitted the highest

D&B credit rating available achieving 100% point value. References and experience were equally valued.

We are the only three-time state contract vendor dedicated primarily to Document Imaging Services. Our GSA is forthcoming.

Images in Millions Over 300 Million Since Inception



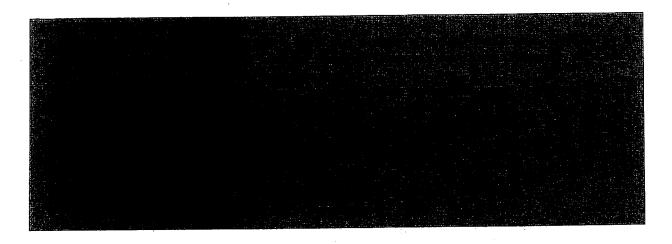
ADS has converted over 300 Million images.

No other local company has industry specialization in paper records conversion achieving the volumes that we can support.

Since inception, we have serviced over 200 government clients including, but not limited to State Agencies, Local Agencies, Counties and Cities.

Additional Facts

- > We scan over 200 tons of paper records to digital format annually.
- > We support various software systems including Laserfiche, FileNet, Hummingbird, On-Base, SharePoint, Kodak Capture Pro, OpenText and more.
- > Our technology partners are an extension of our company and reputation.
- > We own ALL our equipment and do not subcontract any conversion services.
- Our primary service is the conversion of paper and microform records for city and county government offices. We specialize in building and growth management records but have also worked with dozens of other departments including Police, City / County Clerk, Human Resources, Finance, Public Works, Planning and Zoning, Engineering, Public Defender and many others. Our contracts typically extend to all departments within a city or county.
- > Our Georgia location has served a government client base for over five years. We own and operate from our 9,000 SF building in Florida (Tampa Bay) and our 1,500 SF building in Georgia (Metro Atlanta). Our buildings are owned, not rented or leased. As such, we are in full control of our security measures and can satisfy client-specific requirements on demand.
- > All equipment is owned, not leased. The company maintains a very high credit rating and has strong relationships with software and equipment vendors. We are in good standing with Kodak, Fujitsu, Contex and LASERFICHE with available credit to have immediate shipment of new equipment and software with basically no financial limitations



Items 1 through 5 will be addressed within our response related Minimum Requirements, COT's RFP Sections C.c. Our ADS WebFlow software is described below which is critical to the management of the services we will provide the City of Tamarac.

ADS Web Flow / Project Management

At ADS, our focus is on quality services and effective project management. By creating our own project management software (ADS WebFlow) and managing our labor costs, we operate in a streamlined environment that considers revenue, margins and overhead rates in day-to-day operations.

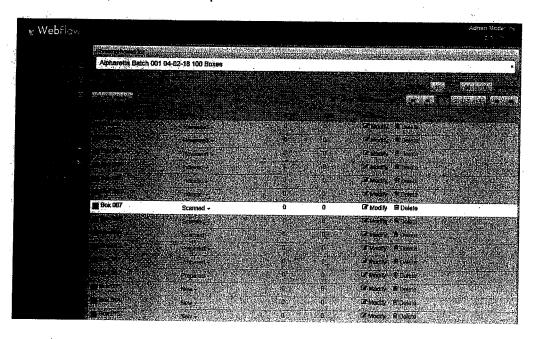
Our primary expense is labor. Through WebFlow, we closely match our billings to our labor costs. We utilize its capabilities for budgeting efforts which include labor time and project billings. WebFlow allows us to accurately track and budget project timelines with all efforts "in-house" so that client deadlines are met or exceeded. WebFlow is described in more detail throughout our proposal response.

No Other Records Conversion Company Has Internally-Developed Industry-Specific WEBFLOW PROJECT MANAGEMENT SOFTWARE.



ADS Web Flow also provides us with information such as detailed and average times per box by function and by employee. This allows us to make production decisions for compliance with client deadlines.

We utilize ADS Web Flow for the tracking and budgetary quality control procedures necessary for an effective workflow. Each batch of records is tracked through their entire lifecycle using this product. We know, at a glance, where each box of each batch of client records is in production / conversion. This helps to expedite records requests (typically within 15 minutes) and to provide client-specific status reports.

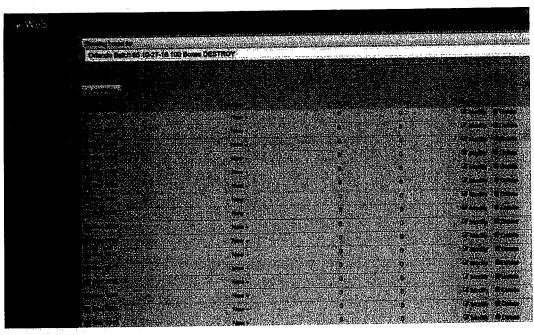


Each batch of records is tracked from pick-up, to re-delivery and / client "sign-off" for destruction in our WebFlow program.

We have grown with the industry and have basically established benchmark standards through our direct involvement with the Division of Archives and Department of Management Services. Our policies have been copied and used repeatedly in public records management initiatives throughout the Southeastern United States.

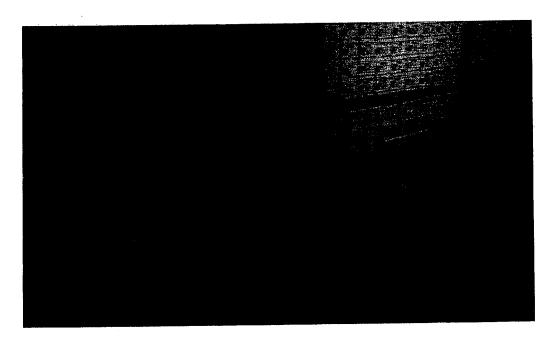
As records are converted and cleared as reviewed, they are marked as such with colored labels on the boxes themselves and within WebFlow. We have depicted box lifecycles in graphics throughout this proposal. Microform data is handled in a similar manner to hard copy records.

This screenshot depicts the initial receipt of Batch 65, picked up on 10/27/2016 consisting of 100 boxes. No work has begun yet on this project. All boxes are tracked through all levels of production.



Warehouse Management

The below picture depicts our warehouse and boxes from several clients. They are labeled by owner, batch number and date. This information directly correlates with our pick-up logs and WebFlow. As mentioned previously, WebFlow tracks every record box through all phases of production including return or destruction.



Software and Equipment

The list below details our inventory of conversion equipment

Qty	Description
4	Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black & White (B&W), Grayscale & Color Scanning Capabilities / ScanOS Software
1	Contex Crystal 40 Plus / HD 4250 Large Format Scanners – Black & White (B&W), Grayscale & Color Scanning Capabilities / ScanOS Software
1	KIP 40 Plus Large Format Scanner – B&W, Grayscale & Color Scanning Capabilities – ScanClient Software – Version 2.0.0.16
1	Kodak i660 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software
6	Kodak i4200 – 120 Page Per Minute (PPM) Scanner / 240 Page Per Minute (PPM) Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size – Kodak CapturePro Software
3	Kodak i1440 – 100 PPM Scanner / 200 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size - Kodak CapturePro Software
1	Fujitsu fi6800 – 130 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu fi6670 - 70 PPM Scanner / 260 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu Fl5900C - 120 PPM Scanner / B&W, Grayscale and Color Capabilities / Scans Up to Leger (11" x 17") Size
6	Fujitsu FI-5650C / 5750 - 57 PPM Scanner / 114 PPM Duplex Capability / B&W, Color & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
1	Fujitsu FI-4860C - 60 PPM Scanner / 120 PPM Duplex / B&W, Color & Grayscale Scanning / Scans Up to Ledger (11"x17") Size
5	M4097D – IPC (Image Enhancement Controls) – 50 PPM Scanner / 100 PPM Duplex Capability / B&W & Grayscale Scanning Capabilities / Scans Up to Ledger (11" x 17") Size
6	M4120C - 25 PPM Scanner / 50 PPM Duplex Capability / B&W, Color/Grayscale Scanning Capabilities/ Scans Up to Legal (8.5" x 14") Size
	Mekel Mach V Microfilm Scanner – Quantum Scan Software / B&W and Grayscale Capabilities / Scans 35mm - 16mm roll film / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture
	Wicks & Wilson - 4100 Microfilm Scanner / B&W and Grayscale Capabilities / Scans 35mm and 16mm roll film / Group IV tiff images are created automatically during conversion. Other file options can be chosen prior to media conversion.
	Mekel Mach VII Microfiche Scanners – / B&W and Grayscale Capabilities / Scans 35mm, 16mm, Comm Fiche, Jacketed and unjacketed / Group IV tiff images and/or Jpeg files are created automatically during conversion. Other file options available. 100% Image Capture

Document Scanning Software: Kodak Capture Pro, Version 5.1.3 (Production Software) Laserfiche Avante Version 10.3.1 Wide Format Scanning Software: NextImage Scan & Archive, Version 7.3 Microfilm Conversion Software: Quantum Scan 1.02.22 / Quantum Process 1.04.77 We utilize Kodak and Fujitsu scanners for our document conversion.

Workstations

All workstations on the domain are running Windows 7 Professional or Windows 10 Professional operating systems. Each user has their own Active Directory account, with access to only the application and record batch of which they have been assigned and approved. Workstations dealing with sensitive data have encrypted hard drives following HIPAA guidelines and are properly disposed of after phasing out of the workstation life cycle.

Current domain policies dictate all user accounts have a unique password with at least eight characters, including a capital letter and a number. Passwords for all users are required to be changed every 30 days. Workstations are set to automatically lock after eight minutes of idle time preventing any unauthorized access.

Client machines are all individually setup with antimalware and antivirus protection using Bitdefender. Bitdefender is an industry leading real-time anti-virus and anti-malware product that prevents viruses from being run on the local work station as well as proactively scanning emails to ensure no threats exist in any attachments, including OST and PST files. This is provided and actively monitored by our IT department. If a virus or malware is detected, Bitdefender automatically quarantines the item and sends a notification based on severity of the flagged item. This is then processed by IT to ensure proper procedures on virus and malware removal. All client machines are monitored by our IT department. Automated alerts are sent to IT when any hardware failure has occurred. See below for standard workstation hardware and scanning specifications.

Common Workstation Configuration (20 total client workstations) Intel Core i5 4GB DDR3 RAM, 250GB+ HDD

External Hard Drives for backups UPS Battery Backups

Windows 7/10 Professional Kodak Production Scanners

Kodak Capture Pro Software to Capture, QC, and Index Kodak Production Scanners

Daily Volume: up to 30,000 pages per day Throughput: 100 pages per minute

File Formats: TIFF/Multi-page TIFF, PDF, RTF, TXT, Searchable PDF, PDF-A

Features: Streak filtering, controlled stacking, Perfect Page technology, iThresholding, automatic color detection, autocrop, image edge fill (black or white), aggressive crop, deskew, content-based blank page detection & deletion, multi-color dropout, automatic orientation Output Resolutions: 100 / 150 / 200 / 240 / 300 / 400 / 600 dpi Compressions: CCITT Group

IV: JPEG or uncompressed output

Multi-Feed Detection: Intelligent ultrasonic technology; 3 sensors that work together/ independently.

- > All conversion records are processed on specific servers which are backed up nightly.
- > Every major operations room in our facility is locked with combinations which change on a periodic basis.
- > ADS is independently certified as PCI DSS Merchant Compliant
- We utilize Microsoft Office 365 and adhere to all compliance guidelines inherent to that environment.

Laserfiche^{*} Run Smarter





EPSON





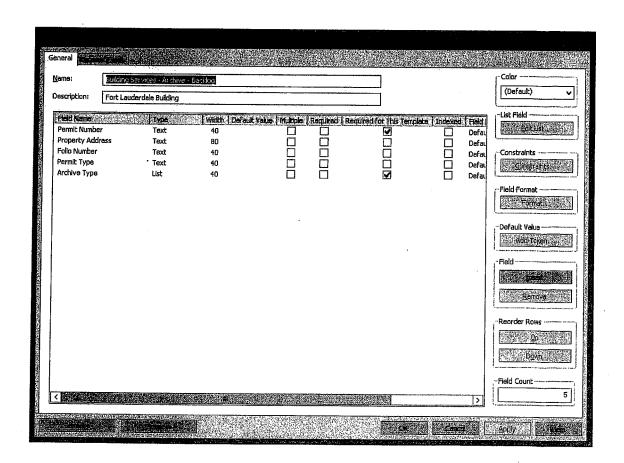
Assisting in the Design of Indexing Configuration

ADS will proactively assist in the design of your indexing configurations based on your requirements and on our experience with current trends with other similar municipalities.

We are actively involved with the design of Laserfiche templates with several neighboring cities. We've included some screenshots from the Cities of Fort Lauderdale and Pompano Beach below.

This graphic depicts a template we designed for Building Permit files which defines metadata to be linked to scanned source image files. The source of the metadata is the client's permitting system. Metadata is extracted into an excel spreadsheet which we subsequently load into a Laserfiche SQL table. We designed a Laserfiche workflow that matches the metadata to the correct scanned image file.

The design of document templates is an evolutionary process. Records management policies and filing methods often change throughout the years. As such, our templates are designed to allow for modifications which often consider new information or information previously unavailable.



In these examples, similar processes are utilized for Planning & Zoning files.

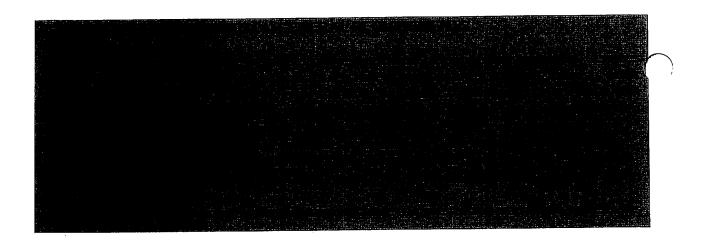
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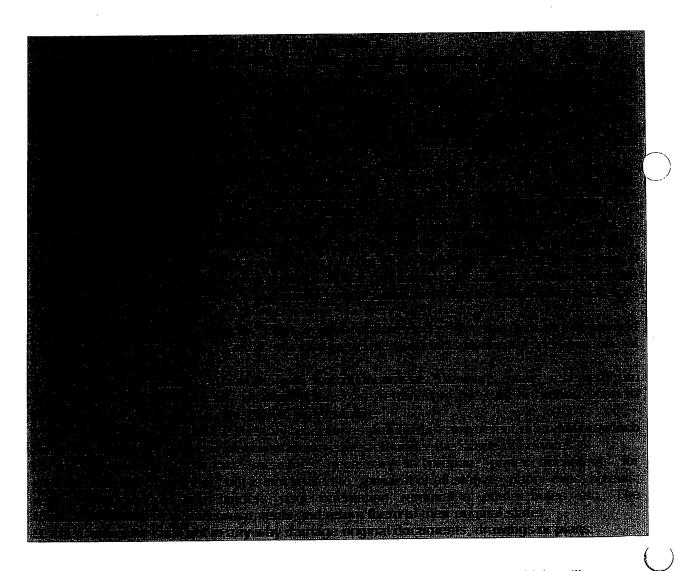
In these examples, similar processes are utilized for Human Resources and Purchasing files.

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ADS agrees with all the requirements above.



ADS agrees with all the requirements above. Please see the previous section which outlines our current software equipment list. It also described WebFlow, our internally developed project management software tool.

Project Timeline

Our current throughput is 150 boxes per week in our Florida service bureau. We anticipate satisfying your conversion needs at that (Tampa Bay) location.

Batch Numbers	B1.	B2	B3	B4	B5 - B16	B17 - B28	B29- B36	_
Boxes Picked Up	14	14	14	14	168	168	108	500
Images Per Batch	32,200	32,200	32,200	32,200	386,400	385,400	248,400	1,150,000
Percentage Complete	3%	3%	3%	3%	34%	34%	22%	100%
Preparation Labor Hours	35	35	35	35	420	420	270	1,250
Scanning Labor Hours	31.5	31.5	31.5	31.5	378	378	243	1,125
Indexing Labor Hours	7	7	7	7	84	84	54	250
Final Verification Hours	3.5	3.5	3.5	3.5	42	42	27	125
Data Transmission Hours	1.75	1.75	1.75	1.75	21	21	13.5	63
Total Labor Hours	78.75	78.75	78.75	78.75	945	945	607.5	2,813
Preparation FTE's	1	1	1	1	1	1	1	**************************************
Scanning FTE's	1	1	1	1	1	1	1	
Indexing FTS's	1	1	1	1	1	1	1	
Final & Data FTE's	3	3	3	3	3	3	3	
Assumptions are based the								
Large Format prints. It also Thus, we estimated the City						a 3 year co	ntract perio	od.

The above schedule depicts batches, boxes and images converted on a per batch and per box basis. It also summarizes estimated labor needs for this conversion project. While 1.1 million pages appear to be a high volume, this project only requires 3 FTE's (well-trained full-time employees).

Every reference and project we have provided has recurring projects. Typically, we schedule in batches of records. For example, 25 boxes (57 thousand pages), 50 boxes (115,000 thousand pages), 100 boxes (230,000 pages).

As discussed within the body of our response document, we have our own internally developed project management software (WebFlow). WebFlow monitors each project and provides project team members with "real-time" updates for all projects companywide.

Through the data we've collected using WebFlow, we can estimate labor hours for each project based on task (preparation, scan, index, review and data transmission). We know, on a daily, weekly and monthly basis what our labor hour requirements are.

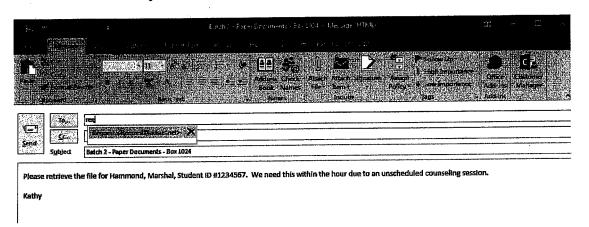
Access to Documents / Records Requests

At project inception and through project lifecycle, we encourage clients to tour our facility and meet all members and levels of our project team. During this meeting, we demonstrate not only the security measures we've implemented, but also our control procedures that protect both the premises and client records. We have an "open door" policy for all our clients such that site visits can be arranged as needed.

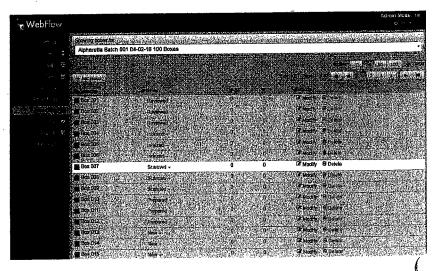
Records requests are usually initiated using our <u>request@adsus.net</u> email address that gets routed to six different employees. One person is typically tasked with records requests with a back-up person established as necessary.

Requested files are transmitted via a link to our SFTP site. We will assign a user name and password to your designated staff for retrieval.

WebFlow facilitates the quick identification of records by their stage of production. If a box is already scanned, our clients can expect a link to the requested record within minutes. If the file has not yet been scanned, the box is retrieved, and the correct file is converted and electronically sent within an hour.



We utilize ADS Web Flow for the tracking and budgetary quality control procedures necessary for an effective workflow. Each batch of records is tracked through their entire lifecycle using this product. We know, at a glance, where each box of each batch of client records is in This production / conversion. expedite records helps to requests (typically within 15 minutes) and to provide clientspecific status reports.



Kick-Off Meeting

During the preliminary stage of project inception, a kick-off meeting will be scheduled with critical project team leaders from both ADS and your staff. During the meeting, items for discussion will include departmental timelines, record confidentiality, privacy considerations, file type, format and index requirements and overall expectations. Sample documents will be obtained to begin the beta testing phase of the project.

Proof of Concept and Beta Testing

We begin projects by processing a sample batch of records for your review. This "Proof of Concept or Beta Testing" phase helps to ensure we meet your specific project requirements and eliminate misunderstandings. During this phase, we process a small batch of your records and provide you with source files and related index data. The data is then uploaded into your records management system for review. If there are any required changes, we are then able to make any necessary modifications prior to project commencement. Once your staff approves our file format, indexing scheme and upload sequence, full conversion will transpire.

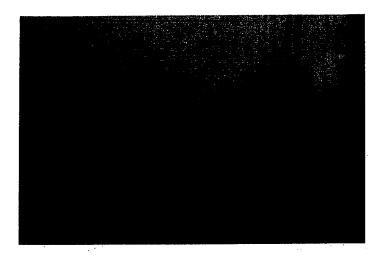
Document Preparation and Best Practices

Document preparation is critical to the success of any paper conversion project. Prepping procedures are determined during Proof of Concept and the Kick-Off meeting. Document types are identified, and many questions are answered. Solid relationships are established, and production timelines are exactly determined. Years of experience has taught us this phase of production is critical to quality and adherence to deadlines.

Each document type has its own specific prepping procedures and documents must be organized in a consistent, user-friendly manner consistent with your current or desired filing system. Our prep staff is determined when project teams are established. They are familiar with your project and ask questions when something appears different or out of the ordinary (missing control sheets, color documents, misfiled records, etc...). The document prep staff remove all the staples, repair any torn documents, emboss any raised seals on both small and large format documents, identify color, faded, and illegible documents, etc... In addition, post-it notes will be relocated to an area on the document where information is not interrupted, otherwise, they will be placed on a blank page immediately preceding the original document. Torn pages will be repaired.

Raised Seals

Legal documents and wide format drawings often contain raised seals. We've set the benchmark and best practice of effectively embossing the seals for proper visibility on scanned images.

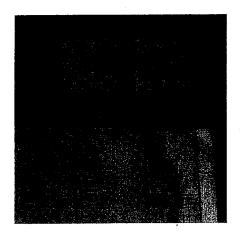


Special consideration and control procedures must be established when scanning large and small format records that originate from the same file. These records are scanned on different systems, small format scanners and wide format scanners. Control numbers and identifiers must be used to accurately reunite these records in a digital format. Through years of quality control experience, we have perfected these procedures to insure this occurs. Thus, small format application records and supporting documents are combined digitally with their wide format drawing affiliated records.

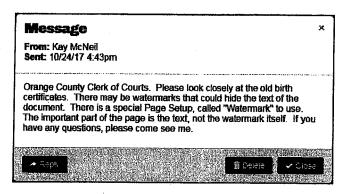
After small and large format record files are reunited and confirmed, control numbers are eliminated such that their original records properties are not affected; and, all information is just a digital copy of the historic paper image.

VOID Stamps

Wide format drawings are often voided on the front or back of the sheets. **With client consent,** we will stamp all drawings on the front side as "Void" if the back side is stamped and the front is not. Thus, it is clear to the end-user that the drawing is void while viewing.

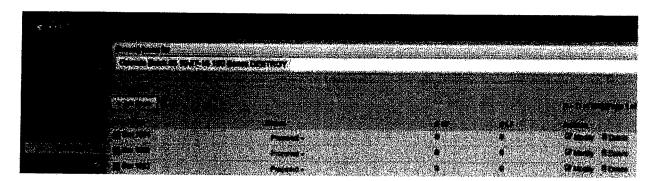


Special consideration might be necessary when prepping / scanning certain documents. Often there are watermarks that may distort or hide data on the original / scanned image.



Document preppers basically get the records ready for digital conversion. The preparation staff also record a document count for each box on our Preparation Labels which are on the front of each box. These labels contain the date and signature of the person who performed the work. These labels correlate directly to labor performed within WebFlow. Quality Control. Your box lists / control logs will be verified at various stages, including document preparation.

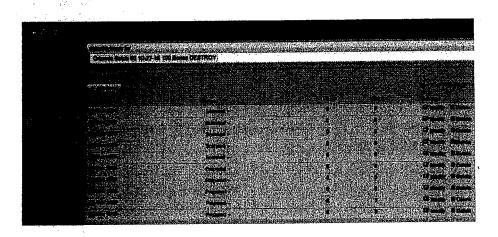
This screenshot depicts that boxes 1001 thru 1010 have been prepared. Through other reports, we can review box preparation times, budget times, average times and projected completion dates. All boxes are tracked through all levels of production.



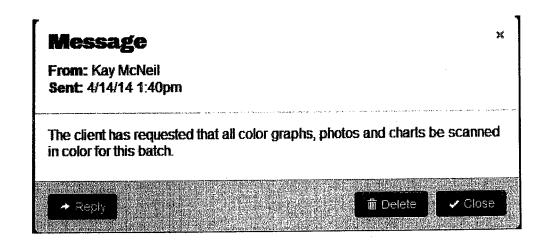
Document Scanning and Best Practices

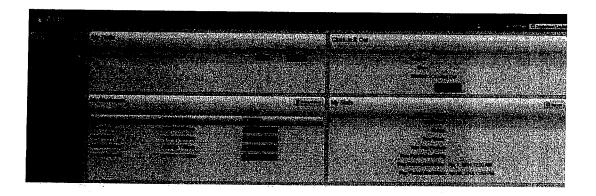
Repeat scan operators will be assigned to your project team. Operators serve to review the images and output independently for completeness and image quality. After each box is scanned, confirmation of the document count is made with the Control Log / List and the Preparation Label. Discrepancies, if any, are resolved immediately.

This screenshot depicts boxes 1001 thru 1010 have been partially prepared and scanned. All boxes are tracked through all levels of production



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





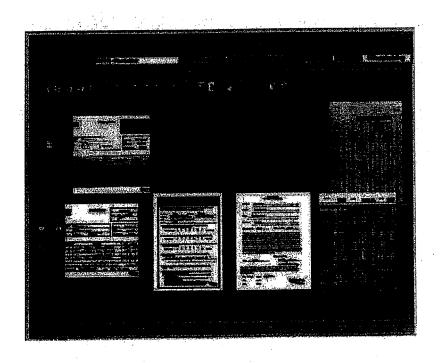
A Document Scanning Label is adhered to the front of the box upon completion and "real-time" review has been achieved. This serves to complement our WebFlow system with a visual indication of box status. These labels are signed, dated and indicate the scan station where work was performed as well. These labels correlate directly to labor performed within WebFlow.

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

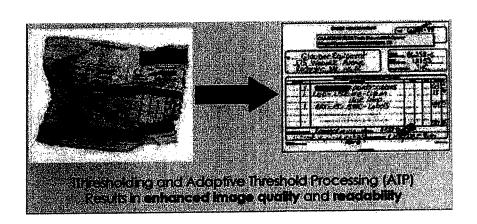
We scan at 300 DPI in accordance with 1B-26.003 Department of State requirement as outlined in the RFP.

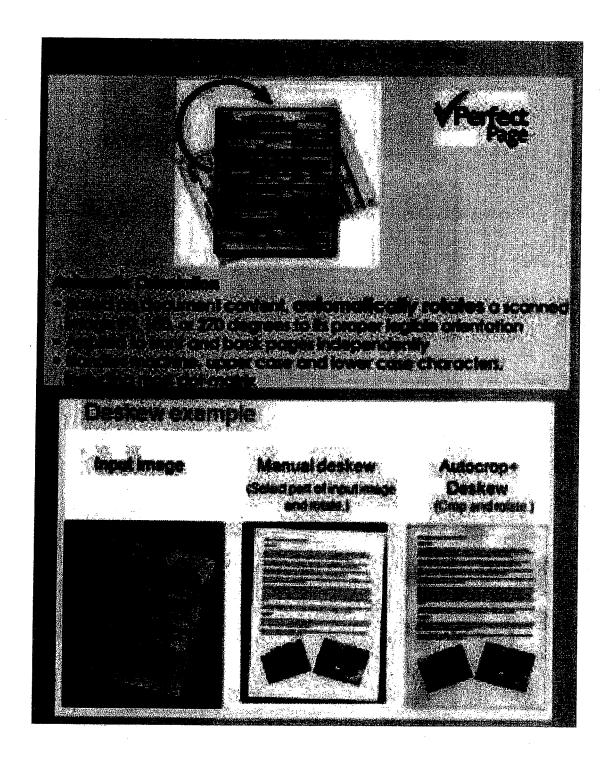
Each scan operator is fully trained in our Kodak Perfect Page software which allows for very detailed scanner settings allowing customization for all record types. Despeckle, rotate, deskew are just a few.

The following graphics demonstrate why this results in the best quality possible. They demonstrate the image enhancements available using Kodak Capture Pro software. Although we have other scanning options, we typically use Kodak scanners and software because of the image quality which we feel is superior to other leading scanners and software. We've concluded this through side-by-side comparisons of difficult images such as documents with watermarks, raised seals, thermal fax pages, carbon copies, dot matrix generated documents, faded records and many others.



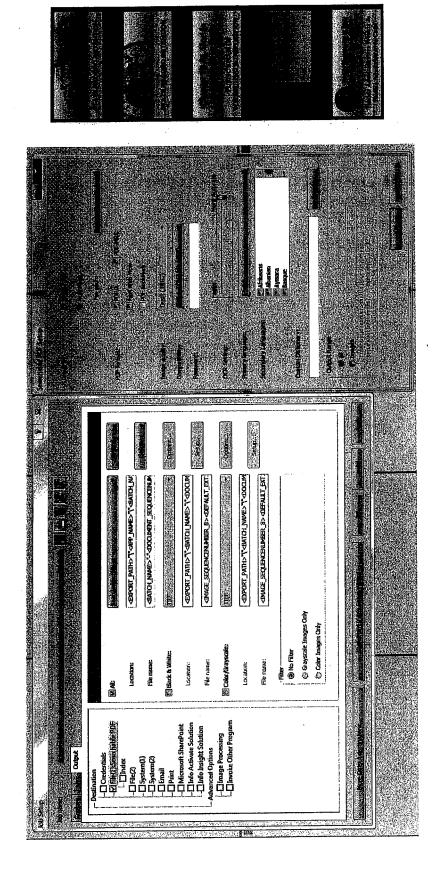
Kodak's Perfect Page technology and optics provide the best image quality available.





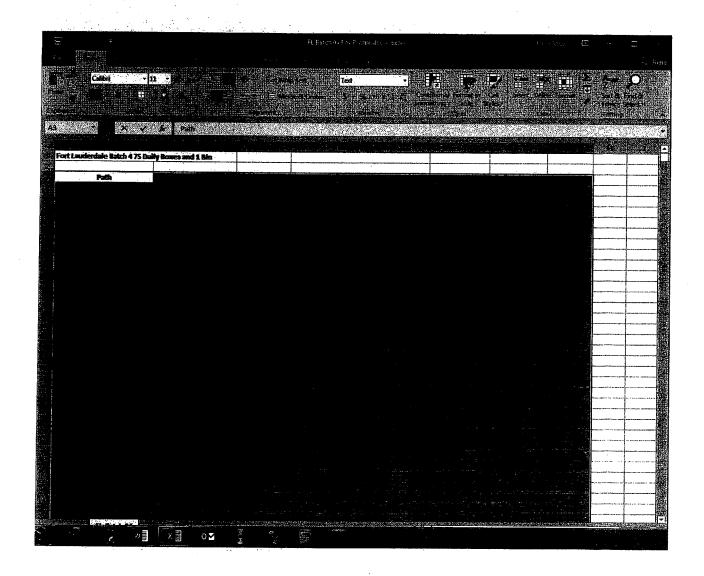
We utilize Kodak and Fujitsu along with Kodak Capture Pro scanning software which is a subset of Kofax VRS (Best Practice within our industry). Our software allows us to output images and metadata to any required client specifications including direct interface with many common records management systems.

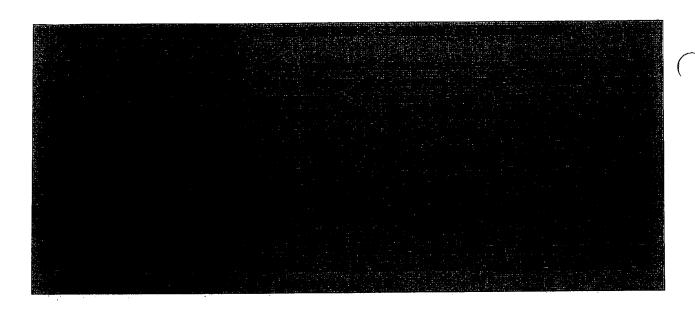
We understand Florida Recordkeeping Requirements. Accordingly, all records are scanned at minimum resolutions of 300 dpi.



Written Index

Below is an example of Written Index for a particular batch of file scanned and uploaded into a Laserfiche using the Laserfiche briefcase tool. This details Box #, Batch #, Record Metadata (Permit Number, Address, Folio #, Permit and Archive Type). We provide this list to the client with each batch completion.





1 & 2 Delivery of Source Files and Index Metadata

We will provide PDF / TIFF files scanned at resolutions of 300 dpi to a Laserfiche briefcase and will assist with the import to your repository. We follow the standards as dictated by the Florida Department of States Records Management (DOS) — Standards and Requirements / Electronic Recordkeeping (Chapter 1B-26.003, Florida Administrative Code). We will assist the client with necessary Destruction Certificates required by DOS and other required standards.

ADS has copied hundreds of millions of source-image and metadata files to CD-ROM / DVD Media discs since inception 20 years ago. We have learned that all discs and burn processes are not created equal.

Most media is produced by a relatively small number of factories, located in several different places. These factories are mostly present in Taiwan, Japan, Singapore, Malaysia, China and India. There are more, but those are the largest ones. The best media generally comes from Japan, Taiwan and Singapore. There are different grades of discs such as archival, duplication and other unreliable grades.

We utilize only 1st Class Blank DVD Media / "Archival Grade" Discs which have a flawless rating burning with 95-100% reliable results. These discs are suited for converted records which are quite often destroyed. They serve as excellent archival quality media, as well as video masters.

Taiyo Yuden DVD-R & CD-R Silver Thermal

Taiyo Yuden invented the CD-ROM media disc in 1988. Their discs have historically been the most reliable name in blank CD and blank DVD products.

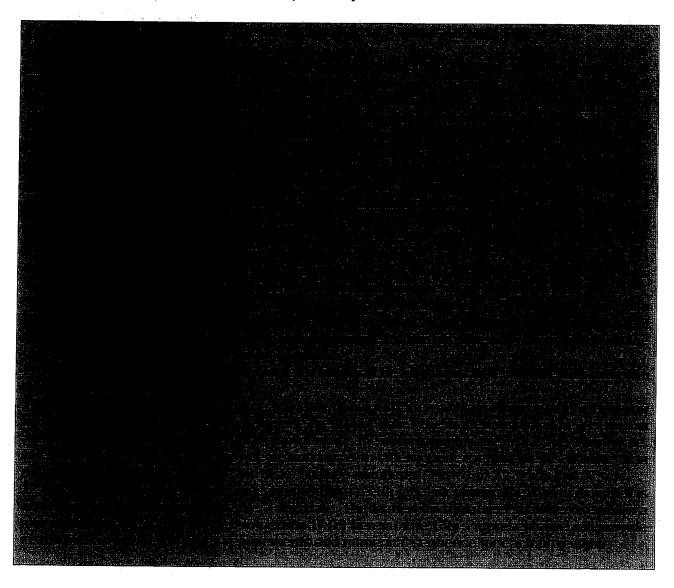
In addition to using high quality discs, we also burn data at the slowest speed possible to decrease the possibility of file corruption.

*ADS understand COT's requirements of CD / DVD-RW media discs.

As a matter of protocol, our discs are labeled by project, client name, burn date, number of boxes and other pertinent information. Our burn dates and descriptions tie directly to invoices and certificates of destruction to promote unity and organization. This has proved helpful especially when projects span multiple batches, multiple departments and multiple years.

We maintain copies of all client discs in perpetuity unless requested otherwise. Certain records disposition standards have historically required off-site copies of source image and metadata files to comply with destruction stipulations. This satisfies those requirements.

3 and 4 have been addressed sections previously.



ADS agrees to comply with the above requirements.

Digital Archive Writing

ADS provides microfilm output (DAW) Digital Archive Writing through its partner and sub-contractor Broward Microfilm, Inc. BMI is a certified Kodak Lab. BMI was incorporated in 1984 in the state of Florida. They have been providing clients throughout the Southeastern United States analog and digital imaging services for 35 years. They provide records conversion services which includes electronic image to microfilm and paper to microfilm.

Rick Kennedy (BMI owner) has 40 years of experience in document conversion services. He is our project manager for the microform piece of our proposal. Rick is a Certified Document Imaging Architect (CDIA+). The Certified Document Imaging Architect, abbreviated as CDIA+, is a certification which ensures the competency of a professional related to electronic document imaging management solutions which would include skills in document imaging, document management, and enterprise content management. It ensures the knowledge and skills that are required for one to develop systems for-the-purpose of scanning, storing, and retrieving electronic documents.

Rick worked for Eastman Kodak until they discontinued the Microfilm Lab. At that time, he created BMI. Coincidentally, American Micro-Image was formed as a competitor to BMI, which was owned by John Civale (our Vice President of Sales). As such, John and Rick have had a strong and positive working relationship for 30 years having partnered periodically on many large projects.

COT could not pick a more qualified team. ADS vast experience with LASERFICHE and scanning governmental records. ADS scans for dozens of agencies using LASERFICHE in Florida & Georgia. BMI has been a leader in microfilm industries for many years. Between Rick and John, they have over a half a century of microfilm and processing experience.

Kodak Digital Archive Writers will be used for the satisfaction of providing your scanned images to microform media. The latest state of the art equipment will produce high quality Archival Planetary Style Microfilm with great sharpness and no skewing of images. This is achieved from the scanned images we captured, whether it be 16mm or 35mm.

Microfilm is currently the longest-lasting archive medium available, retaining its quality – when well-preserved – for an estimated 500 years. Archive writers allow users to easily and quickly protect valuable artwork and documents for centuries by converting digital file formats to microfilm for long-term analog preservation.

Deep Tank Processing labs undergo rigorous testing daily before a roll of film is processed. The Processors are tested for temperature, speed and chemical calibration. This is to ensure density and resolution that meets or exceeds the state requirements. Methylene blue testing is performed to ensure our customer that the film will last up to 500 years.

Your output media will be prepared using some of the best microfilm/microfiche scanners on the market today. All current software updates will be maintained to insure we are producing high quality scans. This process is outlined further in the succeeding pages.

Kodak Philipsedes Writers

GET A COMPLIET SUITEBRIEF ARCHEVER LOSSIFIES FRANCES COMPLETY BRAY SUBSESSION SELECTION

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Enhance your risk minimizes arranged by adding a Reference Archive. The melocatogy is qualishe order and based on indicatory mendants. From exporting records as delivering these back to deliver, you can implement a process that 'constally prospects to end-men, you will delive groupers, artistic seconds for years to conse.

A Reference Arctime begins with a ration accord capture subsystem, built counted the purper architecture of the 9600 Series Wittens The process include:

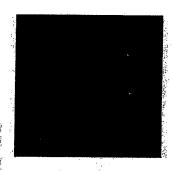
FIL: (results from the application system(s) is managed by the KOHAK 19600 Application Software Kir. It controls formatting and applies standard indexing coding for later automated rentered driven by request processor APIs.

Output to method media is perfected by the 19600 Series Wires, which operates in an insurended mode. Performance measure appear below.

-	201		

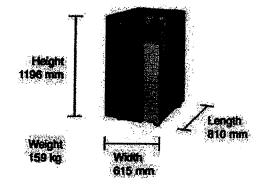
Modia leading is facilitated by the EODAK Smart Cassette; Model 100 and Model 215. For automatic redundancy, two casettes can be used at once to produce two sen of output with no adjustice in throughput speed.

Compact, archive Media This standard 15mm, highquality microfilm is ISO/ANSI-certified for a life expectancy of 500 years when properly processed and stored under committed conditions.





It's easy to implement a reference archive as part of your overall records management strategy. Improve your integrity and cost effectiveness while providing continuous access. Ask your Authorized Reseller of KODAK Products to show you how.



Reference Archive Capture Subsystem Workflow

Liveral of providing between 6 800 and 6 5,500 a. gracing gradies to keep date on a servery year sin silver between the representative property. The court can be adequatedly force to a cast of consumply. generated by your SCM, CRM, ERM, ERR, and expense of media refreshes and formar migrations neingement strangy with Reference Archoring from Koddk, its easy to see the benefits. No mer do you have to hope that content and When you complement a digital only records merafin camé ingelber coursely to form a dig-ral s-record, lastest of pulling from volatile campomenn distributed person servers and applica-tions, you just load media into a retornal scanner.

MAINTAIN THE INFORMATION. AND LET THE DATA GO.

COMPLETE YOUR BECOMDS. MANAGEMENT STRATEGY.

and present the inner nearth created by the 19600.

The whole second is preserved interes in the tal eranist. There's no over 10 maintain redun-dant servers, media, and applications flux rearricle scens to your critical business records

Witner offers highly automated method for em-dering peconds to satalisal format. Hou cut set up a titled based general to expet released beneat for Reference Archiving that works in the back-ground Digitating and smoling archivid securals is pay, inciperative, and section. When used want

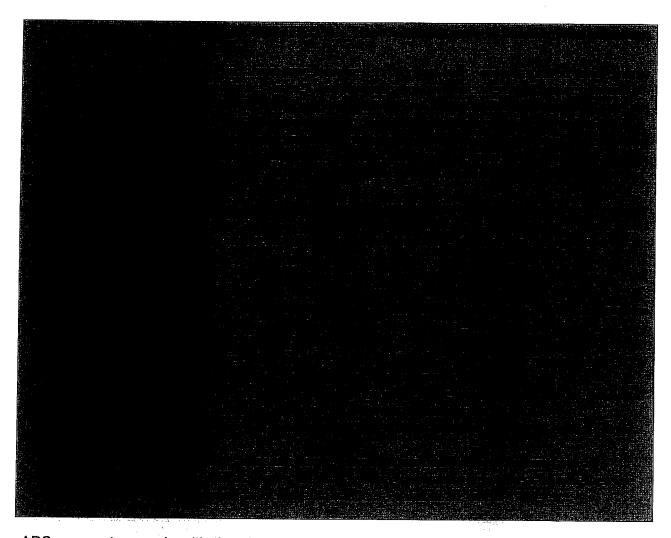
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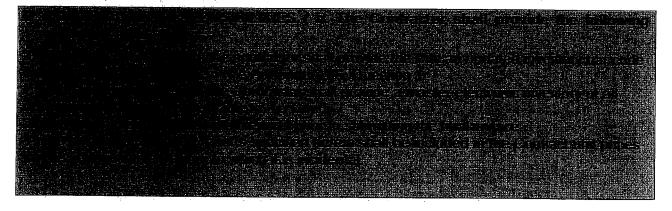
to come and access a Reference Archive of digital proven alrudy in large sedic deciment man men and context management applications mer verboology is hand on 180/ANM send ising spelis soft a certified DE experiment of presence of the



Caprure subsystem software and the 19500 Series



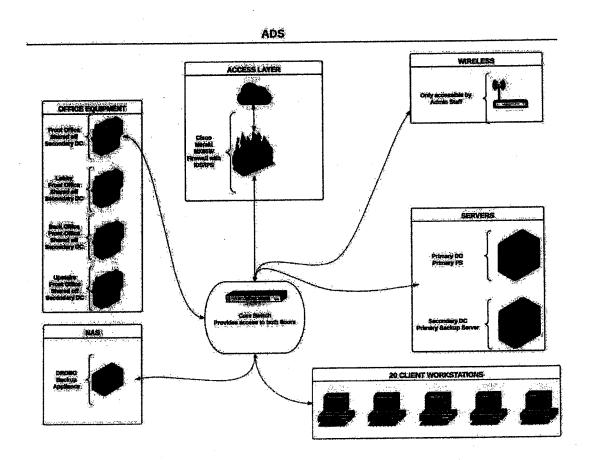
ADS agrees to comply with the above requirements. We are including additional information pertinent to Contractor responsibilities which details paper and electronic records security below.



ADS agrees to comply with the above requirements. Item 1 is N/A per Addendum #6. In the previous section, we provided an example of a batch Written Index / Master electronic Inventory list. We will provide the COT a similar list with each batch of your converted records. These reports will be sent prior to invoicing and concurrent with data discs or mediums. The cost of these reports is included in our standard services.

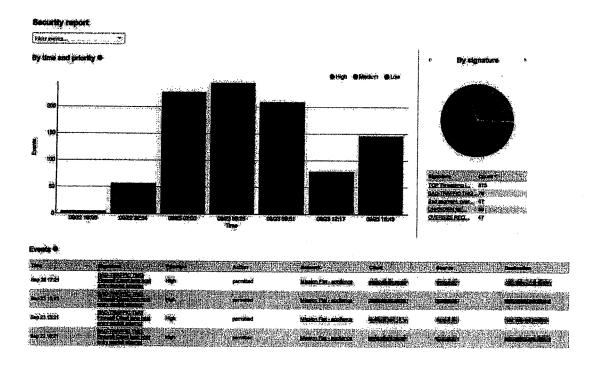
INFORMATION TECHNOLOGY SECURITY INFRASTRUCTURE

Internal Network



The current network topology consists of 50MB fiber coming from Frontier FIOS (Fiber Optical Service). This gets routed through our Cisco Meraki MX65W firewall, which also acts as our core router.

The Cisco Meraki MX65W provides IDS/IPS (Intrusion Detection/Prevention System) as well as malware protection for the network. By using Cisco's cutting-edge Sourcefire detection engine, the firewall provides real time threat analysis and gives regular reports on its findings to our IT department allowing them to adjust our network security accordingly.



Port forwarding is setup on the firewall, allowing only specific protocols to be utilized. SFTP (Secure File Transfer Protocol) is configured for secure file transfers to and from our core file server, allowing only authorized users temporary access. DHCP reservations are setup for all servers and networking devices to bolster our network security.

Servers

Our server room is an air conditioned, combination-locked room that is located in the Administrative offices of ADS. Only high-level management have authority and access to this room. If any changes or issues occur with our servers, IT receives automatic alerts from our Remote Monitoring and Management system (RMM). In addition to remote monitoring, we perform monthly inspections of the network systems, applications and infrastructure to ensure all processes are functioning as designed. Our RMM system also includes Bitdefender, an anti-virus and anti- malware program that runs real time threat detection and automatically quarantines any potentially malicious content.

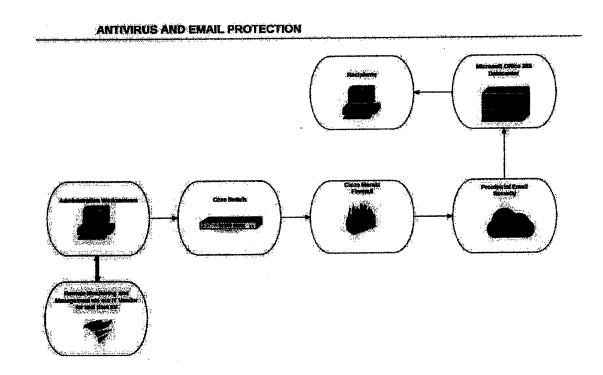
Our core domain controller and file server is a Dell PET430 running Windows Server 2012 Standard (latest available). All source images, files, and metadata are housed in the central file server until processing occurs. Once all data has been processed, it is sent to the customer per their request. Data currently on the server is backed up by our backup appliance. This server also runs our SFTP application allowing for secure file transfers as requested by our customers.

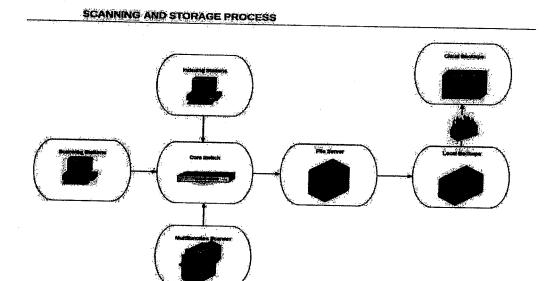
The secondary domain controller is a Dell PET410 running Windows Server 2008r2 Standard. This server runs as a backup for our core file server, as well as a redundant file server if required. In addition to the secondary duties, this server also monitors the backups for the primary file server.

Email System

Our email is currently deployed through Microsoft Office 365, providing the most up to date compliance, including PCI-DSS level one and HIPAA-Business Associate Agreement. By hosting in Microsoft's datacenter, this allows for redundancy for all network operations. Microsoft applies real time malware and spam filtering that helps protect inbound and outbound email from malicious software and spam. Audit logs for the entire mail directory are taken and recorded in Microsoft's Exchange Administration Console (EAC) for review if necessary.

In addition to Microsoft's spam filtering, we deploy Proofpoint Email Protection. This provides enhanced security against malware, and provides URL defense and spoof protection by checking sender-recipient relationship, email headers and domain reputation checks. Proofpoint also employs its own brand of Enterprise Continuity, allowing standalone access in the event of an emergency. This is an automatic service that gets deployed immediately when an outage has occurred.





Our backup appliance runs encrypted virtual images of the server hourly. These backups are stored locally on our Datto device, which provides file level restores as well as a host for the server images locally. Hourly file level restores in addition to real time threat detection which allows for minimum exposure to new viruses, including the new forms of ransomware. These encrypted backups are sent offsite to Datto's secure datacenters which meet SSAE-16 standards.

All backups are secured with AES-256 encryption with the passkey kept only by onsite administration. This level of redundancy, in addition to current standards of anti-virus and anti-malware protection help prevent data loss from any type of encryption viruses.

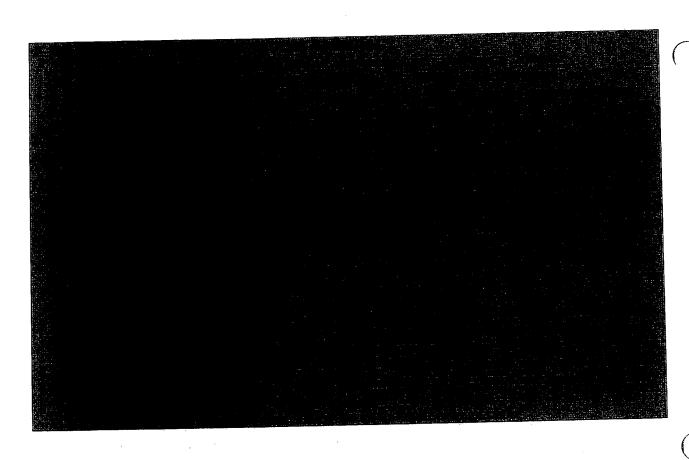
In the case of a server failure, we can host the most up to date virtual image on our backup appliance. In addition to providing another level of redundancy, this eliminates downtime while our IT department resolves the issue, allowing us to stay on schedule. In the event the building was compromised, we can to host the server in the cloud, allowing for access to data from one of our other sites if necessary

Wireless

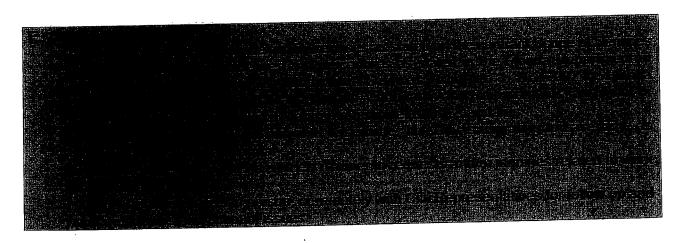
Wireless access is distributed from the Meraki MX65W using Cisco's WIPS (Wireless Intrusion Protection System) Air Marshal. This allows for real time protection against rogue access points, malicious clients sending packet floods and man in the middle attacks.

In compliance with Payment Card Information Data Security Standards (PCI DSS), the device is locked in the server room with limited access by administration and IT. It records wireless archives from WIPS for up to one year. We perform quarterly wireless scans and have monitoring setup for all alerts that get sent to administration and IT.

We currently deploy a hidden SSID with a complex password. Only administration staff has access to the wireless network. Wireless access is never used to access or manipulate data on the network.



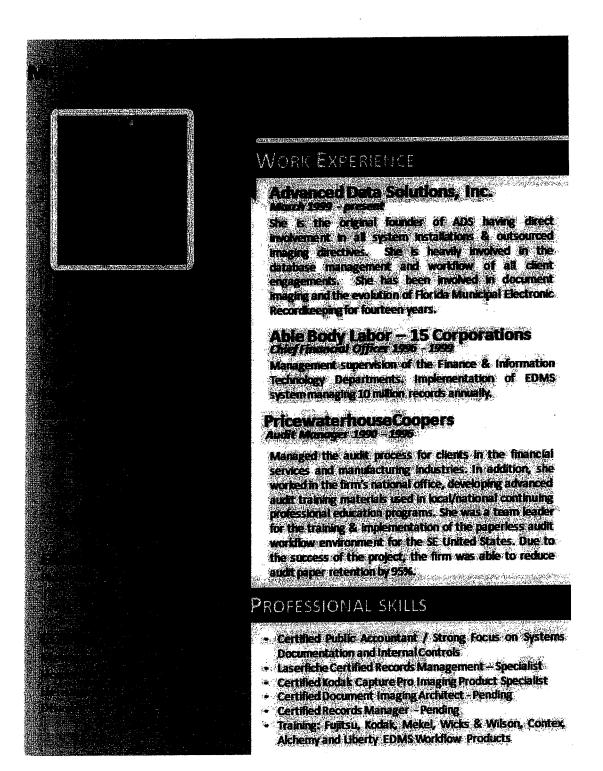
Understood and appreciated.

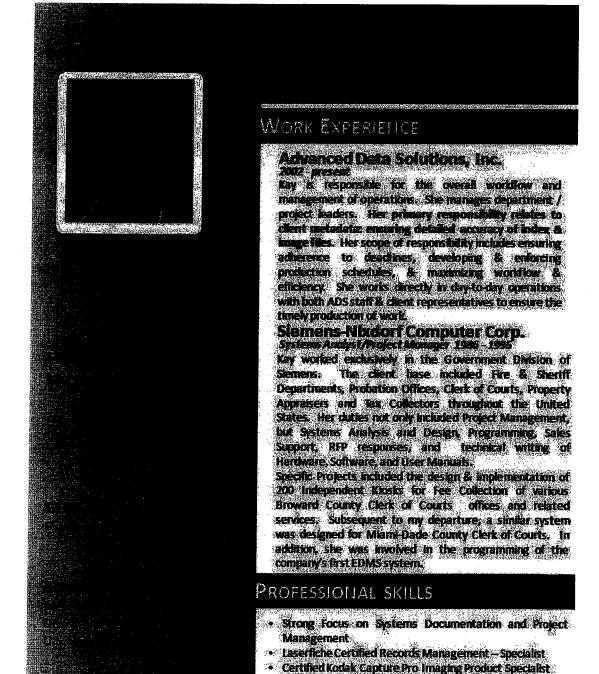


ADS agrees to comply with the above requirements. Items a-d have been responded to, in detail, in previous sections of this proposal. We believe are experience and qualification exceed all industry standards.

involvement of conversion and data transmission. The company's principal owner, Melody Engle, will also be involved with project has been with us, on average, for at least five years individually. All staff routinely work on similar government conversion projects on a management through your conversion lifecycle. Kay and Melody have worked together successfully for 14 years. Our conversion staff Our company's Operations Manager (Project Team Leader), Kay McNeil and John Civale, will manage this phase through "hands on" daily-basis. We have 40 employees in our service bureaus most of which are cross-trained in various capacities.

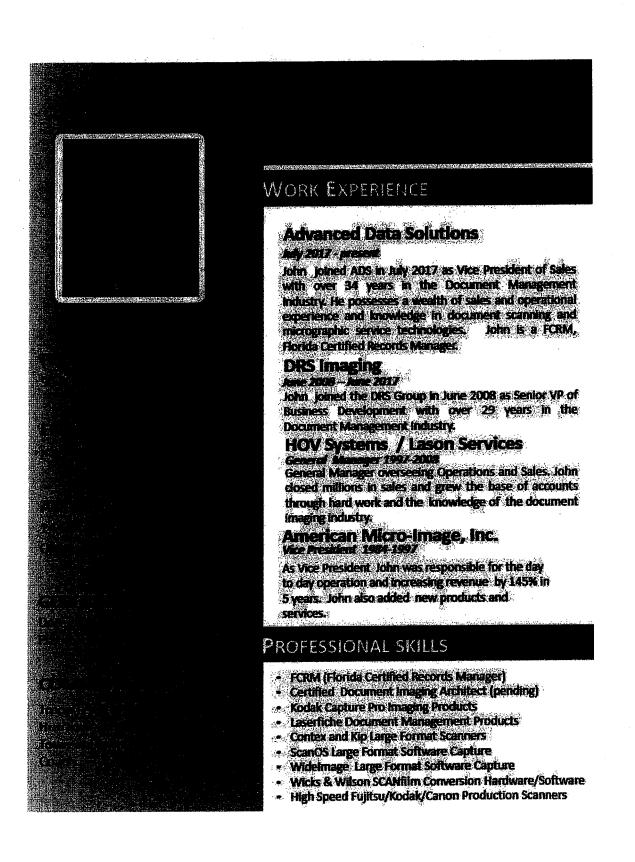
Georgia Office / Florida Office Finalizing GSA Contract Finalizing GSA Contract FI Lauderdale Implementation Atlanta Aviation / Ongoing SOC Compliance	Georgia Office / Florida Office P 33 Years of City, County & State government experience in software Rt Lauderdale Implementation Adjanta Aviation / Ongoing 15 Years ADS Operations Manager Internal Software Migration (nearly) Laserfiche Certifications SOC Compliance	Georgia Office / Florida Office > 34 Years of City, County & State government records management and conversion experience. Company Expansion / Mergers & > Certified Records Manager Acquisitions	Georgia Office / Florida Office Laserfiche Certified Advanced Training Custom Workflow Design Laserfiche Forms Architect Custom Forms Design Certified Laserfiche Workflow Architect CCNA Certified Constitution CCNA Certified CONA Certified CONA Certified CONA Certified CONA Certified CONA Certified CONA CERTIFICATION CONA CERTIFICATION	Georgia Office / Florida Office P High level CISCO Certifications Network Management Information Technology Security Project Management Expertise SOC Compliance	Georgia Office / Florida Office > 30 Years of City, County & State government agency collaboration Administrative Assistant / High-Level Management
B ement	Project Design & Implementation Taxonomy Beta Testing & File Transmissions Proof of Concept / Client Acceptance Completeness Checks: Source Images/Metadata Overall Project Management	Policy and Procedure Development State Government Business Devt Ongoing Client Communication Estimating and Budget (independent)	444	Network Design and Configuration Implementation / Ongoing Support of Security Practices	Notarize & Execute Contract Documents Assist in Records Requests (15 minutes) Assist in Batch Pick-ups Manages Document Destruction
Melody Engle, Principal Florida Office Working President & CEO 34 Years' Experience 20 Years at ADS	Kay McNeil Florida Office Project Manager /Team Leader 36 Years Experience 15 Years at ADS	John Civale Florida Office Vice President of Sales 34 Years' Experience	Hunter Bush Florida Office Laserfiche Specialist 15 Years' Experience 8 Years' Experience at ADS	James Watt Florida Office Information Technology Director 25 Years' Experience 18 Years' Experience at ADS	Carol Orloski Companywide Administrative support 30 Years' Experience

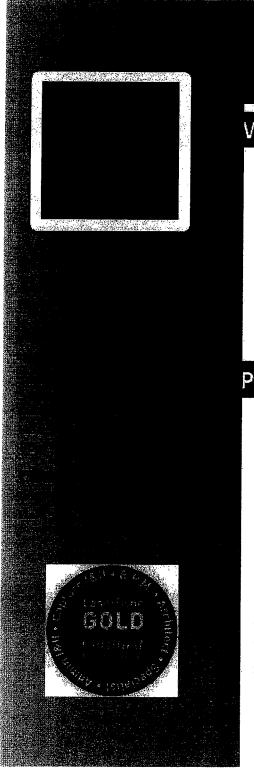




Certified Document Imaging Architect — Pending

 Training: Fujitsu, Kodak, Mekel, Wicks & Wison, Contex, Alchemy and Liberty EDMS Workflow Products





WORK EXPERIENCE

Advanced Data Solutions, Inc. 2010-Present

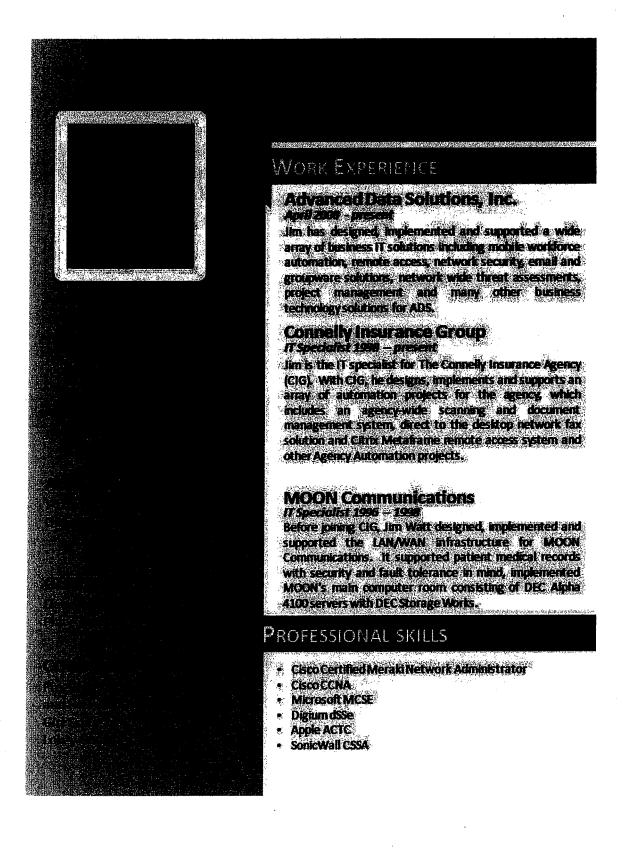
Hunter has over a decade of experience assisting client project managers and end users with Laserfiche system technical support. During this time, he has supported over 100 Laserfiche installations in both the public and private sector. His experience includes the West Virginia department of Education, Erie Homes for Children and Adults, Jackson County Developmental Center, Louisiana State Sherriff's Association and several other municipal and state government entities.

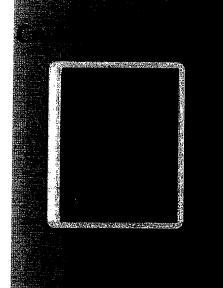
PROFESSIONAL SKILLS

- Laserfiche Certified Advanced Training
- · Laserfiche Forms Architecht
- · Certified Laserfiche Workflow Architect
- Training: Fujitsu, Canon, Epson, Ricoh, Xerox, Sharp, Laserfiche CMS, MSSQL, Oracle DBMS
- CCNA Certified

Hardware: Vast Experience with Hardware Components Ranging from Large Format Scanners to Pure Flash RAID Arrays.

Applications Software: Microsoft Windows (Experienced in versions from 2000 up to 8.1), Microsoft Office Suite, The entire Laserfiche product line, Adobe Photoshop, Dreamweaver, Square9, PaperPort, Microsoft Dynamics, SharePoint, and Intuit/SAGE Accounting Software.





WORK EXPERIENCE

Advanced Data Solutions, Inc.

Carol is responsible for managing most client administration including procuring all Certificates of insurance, Certificates of Destruction, W9's, Contract Execution and Project Pick-Ups / Re-Deliveries Other responsibilities include daily customer support, records request satisfaction, data shipments, billing and overall client coordination. She works directly with both ADS staff & our clients.

P.R.I.D.E Enterprises

Carol worked in several departments during her employment with P.R.I.D.E., including Bids & Contracts, Human Resources, and Environmental Safety & Health, While in the position of Bid Coordinator, Carol handled bidding for the 38 diversified industries that manufactured and supplied products to a customer base that included government and state agencies, as well as private industry, throughout the U.S.

PROFESSIONAL SKILLS

- Laserfiche EDMS
- Open Text / Alchemy EDMS
- Kodak Capture Pro EDMS
- Customer Service Professional Certification
- Numerous Human Resources Certifications
- Notary Public, State of Florida

Employment Screening

We use a full-service background investigation company that specializes in obtaining pertinent information through criminal background checks. This includes criminal activities, past employment, DMV history, credit reports, drug screening and many other aspects on potential employment candidates. **We do not utilize sub-contractors for our services.**

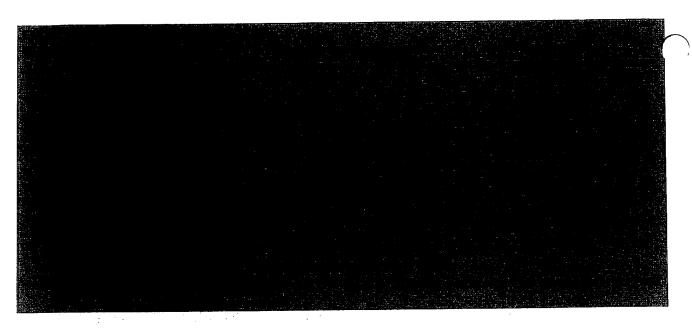
It is the policy of ADS, to perform pre-employment background checks. The purpose of performing these checks is to determine and or confirm, within appropriate legal and professional limits, the qualifications and suitability of a job candidate being considered. Our policy helps ensure the safety of the public as well as a safe working environment at our company. It also helps ensure that employment related decisions utilizing pre-employment background check are made in accordance with applicable law. The components of each candidate's background check will depend on the job. Depending on the particular position, ADS currently performs identity and address related searches, various types of criminal (including sexual offender) background checks, employment credit checks, and driving record, education, prior employment and professional license verifications. The results of a pre-employment background check are confidential and are to be shared with high level management at ADS, on a strict "need to know" basis.

Procedures:

- 1. Pre-employment background checks are required for all candidates.
- 2. All candidates are required to sign appropriate authorizations and consents prior to the performing of any pre-employment background checks.
- 3. Candidates that provide false or misleading information in their application and/or authorization may be eliminated from any further consideration. Candidates are expected to provide accurate and complete information and not to omit material information needed to make a decision.
- 4. Pre-employment background checks are completed before a candidate is offered a position. All job offers are conditioned upon satisfactory completion of the pre-employment background checks.
- 5. Prior to taking any adverse action, appropriate pre-adverse and adverse action notices will be discussed to the candidate pursuant to federal and any state laws together with a copy of the report.
- 6. All candidates are individually reviewed and decisions made with respect to employment based upon the totality of the candidate's qualifications and the results of the pre-employment background checks.
- 7. In general, the relevance of a particular pre-employment background check to a candidate's eligibility for employment is based upon the following factors:
 - a. The nature of the job for which the applicant is being considered
 - b. The nature of any adverse or negative information;
 - i. In the case of a criminal matter, the facts surrounding the matter are particularly relevant to the age of any adverse or negative information;
 - ii. the age of the applicant at the time of the adverse incident in relation to the present may also be relevant.

Other Security Measures

- > FDLE background checks are performed on key employees and project team employees.
- > Level 2 Fingerprinting
- Our driver and warehouse manager has also passed a rigorous FDLE background check.
- All employees are subject to drug testing and random drug testing is performed monthly.
- ➤ All employees are validated through EVerify (homeland security) prior to employment.
- All employees read and understand our HIPAA security policies. These policies are constantly reviewed by all employees and reinforced by project managers.
- > Managers pass security / HIPAA examinations from the State of Florida
- We maintain 24-hour surveillance video cameras in all crucial areas of the company. Our cameras at no time directly face monitors or client data.
- > Solicitors and 3rd party vendors are not permitted past our lobby.
- > All conversion records are processed on specific servers which are backed up nightly.
- > Every major operations room in our facility is locked with combinations which change on a periodic basis.
- > ADS is independently certified as PCI DSS Merchant Compliant effective 11/05/2016.
- > We utilize Microsoft Office 365 and adhere to all compliance guidelines inherent to that environment.

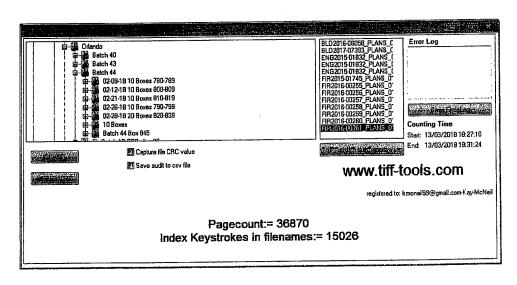


ADS agrees to comply with the above requirements.

Supporting Documentation / Invoices and Billing

We typically use the DVD media disc as a source for billing. Our copy contains information labeled including client, batch #, box #'s, image counts, etc.. Our invoice date corresponds directly to our disc burning date. Certificates of Destruction reference all this information as well. Thus, each batch burned, billed and slated for destruction are in complete agreement. We utilize the below program as well as our Kodak Capture Program for page count and other information.

It's important to understand that an experienced conversion company can estimate page counts merely by looking in the boxes. A standard file box contains approximately 2,300 sheets of paper, excluding any wide format drawings included therein. Page counts for client batches should be somewhat consistent. This assists with budget projections which are most important to municipalities.

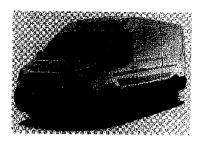


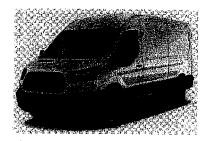
(mada)	
Batch Name	Batch 01 PSL Attorney Box 01
Status	Processed
Location	\\Server2\data\Scanned Data\DAILY DATABASES\Sc
Size (bytes)	190245432
Created by Information	
Dete & Time	2018.03.08 16:13:09
Station ID	122
User ID	Systemin
of Mortive Amelor topped an	
Date & Time	2018.03.12.12:53:40
Station ID	102
User ID	sysadmin
Starting Document ID	i
First Document ID	1
Last Document ID	150
Document Count	138
Page Count	2060
Image Count	2127
Black and White Image Count	2097
Color Image Count	30
Grayscale Image Count	0
Front Image Statistics	
Capitured	2098
Rescenned	14
Removed	0
Delated	20
lack Image Statistics	
Captured	2098
Resonmed	9
Removed	2014
Deleted	37

ADS Fleet / Chain of Custody & Records Security

We intend to convert your records at our facility.

We own all our vehicles without encumbrances. They are equipped with fire extinguishers and locking mechanisms controlled by our full-time driver. We currently have two 2016 Ford Transit 250 cargo vans. These vans comfortably fit 100 standard file boxes. Our routes are one-way. In other words, our vehicles are not parked at hotels or otherwise for periods of time. Our stops consist of refueling the vehicles.



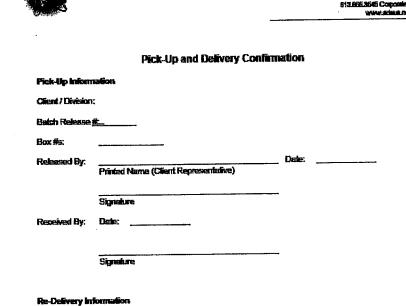


ADS Chain of Custody Procedures

Our driver and warehouse manager is introduced at project inception as a member of the project team and identified by an ADS uniform.

- > Coordinated Batch Pick-Up between ADS Driver and Client Project Manager
- > Driver: Create Manifest & cover pages/Picks Up Boxes/ Packs / Reconciles to Pick-Up Log
- > Driver: Report exceptions or discrepancies to Client Project Manager
- Log signed by ADS Drive and Client Project Manager
 Boxes transported directly to ADS facility
- Boxes unpacked and confirmed Manifest/Transmittal again at ADS facility
- Batch entered in WebFlow for tracking purposes designating physical receipt of boxes

Example, Pick-up and Delivery Confirmation Log.



Printed Name (Client Representative)

Signature

Delivered By: | Date: ______

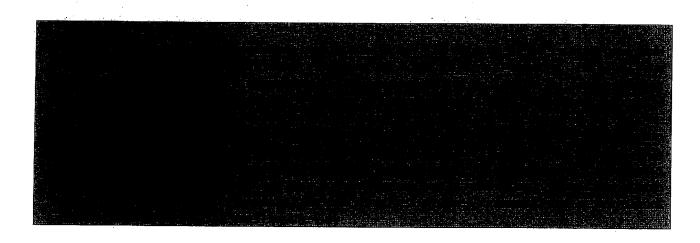
Signature

Media Transfer: (DVD, CD-Rom, Hard Drive)

Client / Division: Batch Release #:

Received By:

Each batch of records is tracked from pick-up to destruction in our WebFlow program. Inactive boxes are stored in sections within our warehouse and are clearly marked and inventoried. As records are converted and cleared as reviewed, they are marked as such with colored labels on the boxes themselves and within WebFlow. We have depicted box lifecycles in graphics throughout this proposal. Microform data is handled in a similar manner to hard copy records.



Understood and appreciated.

COT requires one Laserfiche reference: We submitted three. In addition to our separate submissions, we've provided significantly more project information and client experience below.

ADS began converting small and large format documents for the City during 2002. In 2010, we began the back-file conversion of millions of microformed images & data input resulted in concise data management & drastically improved record retrieval times. We converted nearly 1 million images from the City's microfiche library and tagged files with appropriate metadata. This project was completed in eighteen months.

Paper scanning services are ongoing citywide. We work with various departments including police, finance, public works and Growth Management. We convert building permit files consisting of a multitude of small documents and large format prints. To date, we have converted over 3 million small format documents and 250 thousand large format prints.

During 2003, we implemented a document imaging system within the City Clerk's office. This system grew to 45 users. The system managed paper records spanning 50 years and simplified public records requests. We established multiple databases (Folder structures, indexing schemes, password security, drop-down menus, search routines, and extensive OCR). During 2015 / Current, we migrated the city to a more robust Laserfiche system in a citywide deployment that included all the above plus the development and design of several extensive workflows and forms processing routines. At present, there are 66 total users.

ADS began converting small and large format documents for the City during 2012 - Current. Since that time, we have primarily converted small and large format documents for their department. All records are imported into the COA Internally Developed EDMS system. As such metadata and image formats are designed for simple integration. Services are ongoing.

ADS began converting documents for the City during 2017. Since that time, we have primarily converted small and large format documents for the areas within Growth Management. All records are imported into the City's Laserfiche using briefcases designed for specific document types. Data is extracted from the City's permitting system into an 600,000 line excel file. Data from the excel file is used for a custom Laserfiche workflow which populates metadata into index fields designed by both ADS and the City. Services are ongoing. To date, we have converted 1,500,000 small format pages and 65,000 large format prints and 1.8 million metadata entries for the city.

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

ADS began converting small and large format documents for the Village during 2001 - Current. During 2003 we implemented a document imaging system within the City Clerk's and Building Department offices. The system manages paper records spanning 15 years and simplified public records requests. We have scanned and converted hundreds of thousands of small and wide format records for both the Clerk and Building departments. All building records since Village inception during 1999 have been converted. The Village has implemented a new Laserfiche ECM system with our assistance and training.

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

ADS began converting small format documents for BBI(OSI) during 2011 - Current. We are responsible for the daily pick-up, document imaging, indexing and nightly upload of thousands of payable and accounting records. The project serves to immediately process vendor payable files for over 1,200 Outback Steakhouse, Flemings, Carrabba's and Bonefish Grill fine dining restaurants. As part of our beta testing and proof of concept, we were asked to provide custom programming of full text OCR searches which performed cross checks with BBI's vendor information and lookup tables to populate certain metadata fields. Subsequent to our processing, images and metadata are uploaded to secured servers nightly. The metadata is further refined and accessed by processors from offshore locations. High volume days can involve the conversion of up to 50,000 images with 400,000 keystrokes of metadata. Total contract value: \$425,000

ADS began converting small format documents for Hillsborough County during 2012. We are responsible for Batch Pick-Ups that occur every 2 – 4 weeks, based on client demand. Each batch consists of thousands of records that need prepped, scanned, indexed and reconciled to logs created by County project team members. We are also responsible for the direct upload of source images and tagged metadata into the County's Optics EDMS.

County Government

Through the years, we have performed services for dozens of County Government offices. Below is a short list.

Fulton County	Oconee County	
Paulding County	Broward County	
Hillsborough County	Miami-Dade County	
Martin County	Monroe County	
Sarasota County	Orange County	
Seminole County	Okeechobee County	
Santa Rosa County	Alachua County	
Pasco County	Polk County	
Clay County	Palm Beach County	

City Government

Through the years, we have performed services for dozens of City Government offices. Below is a short list.

City of Pompano	Village of Pine Crest	
City of Miami Gardens	City of Port St. Lucie	
City of Homestead	City of Pembroke Pines	
City of Marietta	City of Cutler Bay	
City of Kennesaw	City of Orlando	
City of Atlanta	City f Fort Lauderdale	
City of Hallandale Beach	City of Okeechobee	
Villages of Key Biscayne	City of Winter Park	
City of Melbourne	City of Clearwater	

Client Satisfaction Letters

We have included the following client satisfaction letters as further support to our strong customer relationships.

Clien	t Reference Letter Included
	City of Atlanta
	Orange County Florida
Bloomin' Brands / Outback Steakhouse	
	Pompano Beach Florida
	Village of Pinecrest

It should be noted we have been providing services for most of our clients for years. It is extremely rare for ADS to fulfill a back-file conversion project and not be asked to continue as the service provider. In those cases, there are either no more records to convert or the client assumes this task "in-house."

We earn the relationship, not just the project.

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

We just try harder.



Kasim Reed Mayor

Miguel Southwell Aviation General Manager

July 10, 2016

To Whom It May Concern:

Advanced Data Solutions, Inc. has been providing our records conversion services since early 2012.

They have converted hundreds of thousands of small and large format plan documents to digital format for the airport in a very timely manner. They perform routine pick-ups and converted large batches in a matter of only a few days. They quickly respond to program or metadata changes and provide records requests within minutes.

It is a pleasure working with their staff.

Thank you

Amedic Williams

Annette Williams, Document Control Manager

Department of Aviation - Planning & Development



FISCAL AND ADMINISTRATION DIVISION ANETA J. DUHIGG, SENIOR BUSINESS SYSTEMS ANALYST 261 South Rosslind Avenue Orlando, Florida 32301 407-836-5873

December 23, 2016

To Whom it May Concern:

Advanced Data Solutions, Inc. has been providing our conversion services since

This company is truly magnificent. They work on very short deadlines and deliver, all of their work is done right and if there are any mistakes they correct them with a smile. It is a pleasure to work with Kay and Melody.

They have converted and indexed millions (approx 20 million) of Growth Management, Public Works, Environmental Protection and Planning and Zoning paper, large prints, microfilm and microfiche files since the contract began. Most of this work was performed over the last three years.

Thank you,

Aneta J. Duhigg

Senior Business Systems Analyst DM Administrator



January 27, 2017

To Whom It May Concern,

Advanced Data Solutions, Inc. has been a trusted purveyor of Bloomin' Brands since 2011 providing all services related to conversion and imaging needs.

This company provides excellent quality and services. Providing daily pick-ups, scanning, indexing, and upload services related to our vendor payable files for close to 1,000 domestic restaurants and corporate offices. During 2014, we transitioned to a new financial system and ADS was a true partner developing new technology to fit our new processes and data platform. They definitely have the staff and expertise to handle large scale and complex initiatives. Working with their team is always a good experience and comes highly recommended.

Thank you

Bill Sizemore

Manager, Procure to Pay



City of Possparie Blanch, Florida

to manager lock set Properties Today (1987) ; MC18/481 (1987) 4 MC

M Table Selfation, the has been providing our conversion, services serve 2001.

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2015

have had the placeure of working with Advanced Data Solutions, Inc. since 2001.

During had the placeure provided excellent document imaging services for the various faculty of the same of Pinecrest including converting hundreds of housands of seconds for our Building and Planning Department. In addition, soften, training and support of our Losertiche EDWS system.

second chief records manager of the Village of Pinecrest, Lam records management of our municipality. As such, Lam the System as of the Laserfiche system. Lam extremely satisfied with the system and the read services from Advanced Data Solutions.

The second second

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RECORD CONVERSION SERVICES RFP 18-21R FINAL EVALUATION COMMITTEE TOTALS

		Simplicity
Adhered to the instructions	Blue Digital Corp	Solutions Group
Quality of Response (Vac de data X	X VAX AND DESCRIPTION SAVE
Records Coordinator	200 SA 200 233	
Building Dept. Administrative Coordinator	15	5
Assistant City Clerk	13	5
Financial Services Administrative Coordinator	13 15	15
Procurement Coordinator	15	15
Services to be Provided	(Max 30 nointe)	10 254 542 565 445 5
Records Coordinator	25	
Building Dept. Administrative Coordinator	25 27	15
Assistant City Clerk	27 25	24 25
Financial Services Administrative Coordinator	25 25	
Procurement Coordinator	25	26 25
Qualifications of the Proposer / E	XDertise (Max 25 noint	25 st
Records Coordinator	20	an and the same of the same and
Building Dept. Administrative Coordinator	20	10 15
Assistant City Clerk	25	10
Financial Services Administrative Coordinator	20	15
Procurement Coordinator	20	15
Cost (Max 30 p	oints)	10 4.5-900.300
Records Coordinator	30	16.08
Building Dept. Administrative Coordinator	30	16.08
Assistant City Clerk	30	16.08
inancial Services Administrative Coordinator	30	16.08
Procurement Coordinator	30	16.08
TOTAL POIN	S	10.06
Records Coordinator	90	46.08
uilding Dept. Administrative Coordinator	92	60.08
ssistant City Clerk	93	66.08
inancial Services Administrative Coordinator	90	72.08
rocurement Coordinator	90	66.08
OTAL	455	310.4
TOTAL RANKI		310.4
ecords Coordinator	The second secon	WARRANG CO.
uilding Dept. Administrative Coordinator	2 2	3
ssistant City Clerk	2	3
nancial Services Administrative Coordinator		3
ocurement Coordinator	2	3
	2	3
	2	3

Paragon Transactions was non-responsive and therefore was not ranked. No proposal was submitted for review.