

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
ARC Document Solutions, LLC. ("Contractor")  
for  
Records Digitation – Electronic Conversion  
NA180000001**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between ARC Document Solutions, LLC. having offices at 4107 S. Capital of Texas Hwy, Austin, TX 78704 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0142.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), PAX0142 including all documents incorporated by reference
- 1.1.3 ARC Document Solutions, LLC.'s Offer, dated 05/18/2017, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for a term of thirty-six (36) months . See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$432,256 for the Contract term. Payment shall be made upon successful completion of each services.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

**1.6 Clarifications and Additional Agreements.** The following are incorporated into the Contract.

- 1.6.1 The minimum wage required for any Contractor employee directly assigned to this contract will be \$14.00 per hour.

**LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is **\$14.00** per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**ARC Document Solutions, LLC.**

**Shane A. Herzog**

Printed Name of Authorized Person

**Shane A. Herzog**

Digitally signed by Shane A. Herzog  
DN: cn=Shane A. Herzog, o=ARC Document Solutions,  
ou=Sales, email=shane.herzog@e-arc.com, c=US  
Date: 2017.10.04 16:29:51 -05'00'

Signature

**Regional Vice President**

Title:

**10/04/2017**

Date:

**CITY OF AUSTIN**

**Sai Xoomsai Purcell**

Printed Name of Authorized Person



Signature

**Compliance Specialist IV**

Title:

**10/5/2017**

Date:



Response to Request for Proposal PAX0142  
for:

## **Records Digitation - Electronic Conversion**

Presented to:



June 6, 2017

ARC Document Solutions  
4107 S. Capital of Texas Hwy, Suite 400  
Austin, TX 78704

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# Tab 1



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** PAX0142

**DATE ISSUED:** 04/24/2017

**REQUISITION NO.:** 17032200380

**COMMODITY CODE:** 92030,92224

**COMMODITY/SERVICE DESCRIPTION:** Records Digitation –  
Electronic Conversion

**MANDATORY PRE-PROPOSAL CONFERENCE TIME AND  
DATE:** 05/04/2017, 2:00 pm, local time

**LOCATION:** 2716 Spirit of Texas Dr., Rm 174, Austin, TX.  
78719

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Sai Xoomsai Purcell  
Senior Buyer Specialist IV

**Phone:** (512) 974-3058

**E-Mail:** sai.xoomsai@austintexas.gov

Elisa Folco  
Contract Management Specialist IV

**Phone:** (512) 974-1421

**E-Mail:** elisa.folco@austintexas.gov

**PROPOSAL DUE PRIOR TO:** 05/18/2017, 2:00 pm, local time

**PROPOSAL CLOSING TIME AND DATE:** 05/18/2017, 3:00 pm,  
local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the  
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,  
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0142	Purchasing Office-Response Enclosed for Solicitation # PAX0142
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
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0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
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0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
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Attachment A	Airport Security Requirements	2
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**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: ARC Document Solutions

Company Address: 4107 S. Capital of Texas Highway #400

City, State, Zip: Austin, TX 78704

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: Shane Herzog

Title: Regional Vice President of Sales

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: 5/18/17

Email Address: shane.herzog@e-arc.com

Phone Number: 832-244-9791

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 05/09/2017, at 9:00 a.m. local time. Please send questions in writing to Sai Xoomsai Purcell by email [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov).

**MANDATORY PRE-OFFER CONFERENCE AND SITE-VISIT (REVIEW DOCUMENT) TIME AND DATE ARE AS FOLLOW:**

Pre-Offer Conference and Document Viewing information:

05/04/2017 at 2:00 p.m. local time

**Location:** ABIA Engineering Building  
2716 Spirit of Texas Drive  
Austin, Texas 78719

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

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- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the 36 months.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation Department
Attn:	Accounts Payable Ste. 411
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**6. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

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- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

See Attachment A – Airport Security Requirement

**9. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**10. OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute,

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acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Kay Barclay

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[Kay.barclay@austintexas.gov](mailto:Kay.barclay@austintexas.gov)

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512-530-6605

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN  
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RECORDS DIGITATION – ELECTRONIC CONVERSION**

**1.0 PURPOSE:**

The City of Austin (City), Department of Aviation (DOA) seeks a qualified firm with expertise in digitizing records (paper, Mylar, and Vellum) including large-format drawings, reports, minutes, manuals, personnel files, and other similar documents. The successful Proposer (Contractor) shall provide the services, labor, supervision, materials, equipment, and tools necessary to complete the project by providing project management, high quality digitation services, quality control, and records management expertise.

Proposers must attend the MANDATORY Pre-Offer Meeting (See Section 0400, item 1).

Selected Proposer (Contractor) shall submit a sample scan of a large format drawing (DOA will provide drawings) and the corresponding scan metrics prior to execution of contract.

**2.0 ORGANIZATION BACKGROUND:**

The City of Austin is a progressive, dynamic, full-service municipal organization operating under the Council-Manager form of government. There are 41 departments and approximately 10,000 employees. DOA is 1 of the 41 departments within the City and is composed of 20 divisions with approximately 450 employees, and manages the Austin-Bergstrom International Airport (ABIA). ABIA opened in May 1999 and is located within the City limits on 4,000+ acres, seven miles southeast of the City's Central Business District. DOA offices are located in the Terminal as well as several campus facilities.

**3.0 OVERVIEW:**

The objective of this project is to preserve DOA documents as a logically organized, reliable, and scalable digital archive. The digital archive will provide the City users easy access to records through automated search and retrieval processes as well as enhance processes for dissemination of information via the internet, intranet, and other internal and external applications. To achieve this objective, pre-defined metadata will be collected and formatted according to specifications provided by the City to allow for a direct import into the City's electronic document management systems [Microsoft SharePoint 2010/2016 and/or OpenText Livelink eDocs].

**4.0 PROPOSER QUALIFICATIONS:**

All Proposers responding to this RFP shall be currently engaged in the business of providing image capture, indexing, and conversion services in digital formats. Proposer firms shall have a minimum of five (5) years' experience within the prior five (5) years related to document conversion including specific experience with conversion of large-format drawings. Prior experience and conversion projects shall be of similar size and scope as outlined in this RFP. Proposer's experience shall include projects converting Mylar, vellum, and paper documents. Proposer shall have experience with protection and conversion of confidential and security sensitive information.

**5.0 CONTRACTOR RESPONSIBILITIES:**

**5.1 Project Work Statements:** Contractor shall perform and deliver the Project as set forth in Project Work Statement(s). Five working days prior to the beginning of each project, the Contractor shall provide Project Work Statements to DOA Contract Manager or designee. DOA Contract Manager or designee will provide written approval of Project Work Statements provided by the Contractor. At a minimum, Project Work Statements shall describe the following information:

- project requirements

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- schedule for deliverables
- project schedules, including completion and delivery dates
- itemized detail of the total cost to complete the projects, including per unit pricing
- special difficulty factors and proposed approach, as applicable
- quality control/quality assurance processes
- equipment description and number of staff along with roles and responsibilities
- biweekly status meetings

**5.2 Staff and Resources:** The Contractor shall provide project manager, resources, and trained staff to accomplish the specifications outlined in this RFP. Project Manager, Resources and trained staff shall be available prior to the start of work.

**5.3 Prep, Scan, and Index:** A variety of printed items, such as bound and unbound documents, reports, studies, manuals, and large-format drawings shall be prepped, scanned, indexed, and converted to digital images. Metadata shall be collected and stored logically using Excel or in a comma delimited file format. [Refer to Section 6.4]

The Contractor shall:

5.3.1 Perform all handling and scanning labor, including removing items from storage containers and bindings, preparing items for scanning, performing scan process and associated record keeping, and replacing the items into the containers and binders from which they were removed.

5.3.2 Contractor shall scan all documents on site or as agreed upon by Vendor and DOA.

5.3.3 On-Site Scanning. Contractor shall furnish all furniture, equipment, office supplies, etc. needed by Contractor's staff to establish and maintain the needed production work environment to accomplish the specifications of this RFP and specifications as outlined in Contractor's approved Project Work Statement(s).

5.3.4 Off-Site Scanning: The DOA will provide final approval of all off-site scanning. The Contractor shall assume all liabilities for loss while the materials are in transit and until the City acknowledges the receipt of all materials shipped. The Contractor shall assume the responsibility for any repair or replacement cost for any damage to or loss of any documents or drawings.

5.3.4.1 Transport of Drawings: The Contractor shall retrieve specified large-format drawing sets from DOA Plan Room and box appropriately for transport without damage. Contractor shall use a licensed bonded courier service or company provided transport service.

5.3.4.2 Transport of Documents: Contractor shall retrieve specified boxed documents from DOA and secure for transport without damage. Contractor shall use a licensed bonded courier service or company provided transport service.

5.3.4.3 Receipt of Documents/Drawings and Report Discrepancies: The Contractor shall acknowledge receipt of materials via email within four hours of delivery. Any discrepancies on the packing list, the condition of the originals, or the accompanying instructions shall be identified and noted on the acknowledgement communication to the Contract Manager or designee. At a minimum, the receipt shall indicate the Delivery Order (DO) number, the quantity, types of documents, any discrepancies, and the receive date of the documents.

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- 5.3.4.4 The Contractor shall store the resulting converted images (PDF and TIFF) and related metadata on an external hard drive provided by the City.
- 5.3.4.5 The Contractor shall deliver the external hard drive with images and metadata along with the original documents and an itemized packing list with each delivery to the City. The Contractor shall return the documents to the City in the same condition, same bindings, and same containers that they were in at the time of pick up, or as agreed upon in writing by the Contractor and Contract Manager. The Contractor shall prepare all materials for transport to the City in a manner that protects them from damage in transit. The Contractor shall use a licensed bonded courier service or company provided transport service.
- 5.3.4.6 The Contractor shall upload the resulting converted images and related metadata to the City network. NOTE: A virus scan of the external drive shall be performed prior to uploading of any data or files.
- 5.3.4.7 The Contractor shall return original documents when requested by the City during normal business hours (Monday – Friday 8 am – 6 pm), within two (2) hours of the request.
- 5.3.5 The Contractor shall scan and index each page of the documents and large-format drawings according to the specifications of the RFP Section 6.0.
- 5.3.6 All documents shall be scanned using a minimum of 300 dots per inch (DPI). Exceptions shall be submitted in writing and approved (signed) by the Contractor and Contract Manager prior to start of work.
- 5.3.7 Images shall be created in a non-proprietary, industry-standard format of TIFF (most current version), and Adobe PDF (most current version) format with full-text searchable attributes.
- 5.3.8 Implement the use of various automated data capture methods (barcode, optical character recognition (OCR), control sheets, etc.) to reduce the need for manual indexing. The City Contract Manager or designee will have final approval on all work performed. DOA will provide Project Manager with the list of specific metadata fields for each record type.
- 5.3.9 Image enhancements such as deskew, despeckle, border removal, hole punch removal, color dropout, etc. will be implemented on a task-by-task basis and agreed upon in writing by the Contractor and Contract Manager.
- 5.4 Quality Control (QC) and Quality Assurance (QA):** The Contractor shall be responsible for QA/QC of all digitized records and related metadata as outlined in Section 7.0 this RFP.
- 5.5 Scanning Equipment:** the Contractor shall:
  - 5.5.1 Furnish and maintain all equipment and associated software for the conversion work.
  - 5.5.2 Ensure equipment is operating at optimum performance levels by following procedures as set forth by Texas Local Government Code Electronic Records Standards and Procedures (Local Government Bulletin B) <https://www.tsl.texas.gov/slr/recordspubs/lgbullb.html> and standards and procedures outlined in the American National Standard for Information and Image

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Management – Recommended Practice for Quality Control of Image Scanners  
[ANSI/AIIM MS44-1988]

- 5.5.3 Ensure that scanning equipment is free of dust and other distorting particles and maintain proper calibration throughout the production process.
- 5.5.4 Ensure equipment used for image capture shall not damage the documents or drawings nor shall the manner of its use cause damage to the documents or drawings.
- 5.6 **Safe Handling of DOA Information, Documents, and Drawings:** The City is the sole owner of the documents, drawings, and their content. Vendor shall not retain or distribute any document, drawing, content, or image at any time during or after the contract except for the sole purpose outlined in this RFP. The Contractor shall consider all drawings and documents as confidential or security sensitive whether marked or not. The Contractor shall not disclose information contained in the City documents or drawings. Contractor shall avoid damaging, mishandling, or losing documents.
- 5.7 **Work Logs.** The Contractor shall create and maintain, at a minimum, all requested work logs as outlined in Section 7.0 of this RFP.

**6.0 DOCUMENT TYPE/CAPTURE/STORAGE:**

**6.1 Task 1 – Planning and Engineering Large Format Drawings**

There are approximately 630 drawings sets consisting of approximately 63,000 sheets. There are approximately 260 Shop Drawing sets consisting of approximately 20,600 sheets.

- 6.1.1 Detailed architectural and engineering drawings are printed, single-sided and double-sided, on bond, vellum, or Mylar. There are a few Diazo prints. Drawing paper sizes include 30" x 42" (older drawings) and 22" x 34" for newer project drawings. In rare cases, drawings may be larger than 30"x42". The drawings are stapled, clip-bound, or unbound loose sheets.
- 6.1.2 All images shall be captured as a Black and White reproduction of the original source document without compromising the integrity of the document or content. Adjustments may be necessary and will be addressed as needed. Adjustments (such as scanning in color, lower dpi, etc.) must be submitted in writing and approved (signed) by the Vendor and Contract Manager prior to start of work.
- 6.1.3 Output and Image File Size: Due to the business needs of DOA, the image (TIFF and PDF) file size should be as small as possible without compromising the integrity of the document and content. DOA has identified 20MB as the high end range for individual large-format drawing sheets (TIFF). The multipage PDF copy is to be compressed to obtain the smallest file size without compromising the integrity of the document or content.

**6.2 Task 2 – Planning and Engineering Project Documents**

There are approximately 700 regulation-size boxes (10"H x 12"W x 15"D) or equivalent.

- 6.2.1 Documents shall be prepped, scanned, indexed, and QA/QC'd include mixed paper sizes including (not limited to) letter, legal, ledger as well as large-format

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drawings. Some documents may be stapled, clipped, loose, bound in ring binders, comb/coil/double loop wire, or unbound and secured in clasp folders. There may be a combination of single and double-sided pages within a document. All documents consist of text, line drawings, and/or half-tone illustrations. Documents are a combination of color and black and white print.

- 6.2.2 All document images shall be captured as a **Faithful Reproduction or as a Black and White Reproduction** of the original source document without compromising the integrity of the document or content. Refer to ***Reproduction Groupings for Documents*** of this Section. Adjustments may be necessary and will be addressed as needed. Adjustments (such as scanning in color, lower dpi, etc.) must be submitted in writing and approved (signed) by the Contractor and Contract Manager prior to start of work.

**Reproduction Groupings for Documents**

**Group 1 – Best Black and White Quality Image (examples)**

- correspondence
- contract documents
- project manuals
- change orders
- request for information (RFI)
- architect supplemental instructions (ASI)
- meeting minutes
- field reports/inspections
- test and balance reports
- final guarantees and warranties

**Group 2 – Faithful Reproduction of the Original Source Document (examples)**

- reports and studies
- operation and maintenance manuals (O&M manuals)
- product data submittals
- construction photographs

- 6.2.3 **Output and File Size:** Documents shall be reproduced as multi-page TIFF and multi-page PDF files. Multi-page TIFF and PDF files shall not exceed 1,500 pages per file. The multipage PDF copy shall be compressed to obtain the smallest file size.

**6.3 Task 3 – Human Resources Employee Files**

There are approximately 650 files folders with an estimated total of 150,000 sheets.

- 6.3.1 All Human Resources related documents are confidential, marked as such or not, and shall be prepped, scanned, indexed, and QA/QC'd on site. An on-site area will be provided that is mutually agreeable to Contractor and DOA Contract Manager.
- 6.3.2 Documents to be prepped, scanned, indexed, and QA/QC'd include mixed paper sizes including letter and legal. Some documents may be stapled, clipped, loose, bound or unbound and secured in clasp folders. There may be a combination of single and double-sided pages within a folder. All documents consist of text or half-tone illustrations. Documents are primarily black and white with some color.
- 6.3.3 All document images shall be captured as a **Faithful Reproduction** of the original source document without compromising the integrity of the document or content.

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Adjustments (such as scanning in color, lower dpi, etc.) shall be submitted in writing and approved (signed) by the Contractor and Contract Manager prior to start of work.

- 6.3.4 **Output and File Size:** Documents shall be reproduced as multi-page PDF files. Multi-page PDF files shall not exceed 1,500 pages per file. The multipage PDF copy is to be compressed to obtain the smallest file size without compromising the integrity of the document or content.

**6.4 Conversion Standards.** Contractor shall adhere to the following.

- the scan and QC processes shall produce high quality results without compromising the integrity of the document or its content
- file naming conventions will be determined and agreed upon by Contractor and Contract Manager and shall be outlined in the Project Work Statements prior to start of work.
- all images shall be stored and indexed in a manner to facilitate keyword and simple text searches.
- the images shall be stored in a manner that will allow any user to optionally print them as a single page or a fully adjustable range of pages.
- the PDF files (portable/accessed copy) shall be compressed/optimized for the Web.
- the TIFF files (archive copy) shall be compressed by using LZW or a lossless compression option as agreed upon in writing by Vendor and Contract Manager.
- the images shall be scanned and stored at a sampling rate sufficient to display and print the images at a resolution of no less than 300 DPI or as outlined in the Project Work Statement approved by Vendor and Contract Manager prior to start of work.
- the images shall be delivered as an indexed collection of files, coherently arranged in directories and folders

**6.5 Metadata.** Contractor shall implement the use of various data capture methods to capture metadata as stipulated by the DOA. Up to six (6) fields may require manual input. The metadata shall be entered into an Excel spreadsheet or in a comma delimited file format as agreed upon by Vendor and the Contract Manager. The metadata shall be formatted as specified by the City to ensure the data and images can be imported into one the City's electronic document management systems [Microsoft SharePoint 2010/2016 or OpenText Livelink, eDocs].

**6.6 Storage Media.** Images and metadata will be stored on the DOA network. In the case of off-site scan operations, the City will provide an external hard drive(s) for temporary storage and transport of deliverables.

**7.0 QUALITY ASSURANCE/ QUALITY CONTROL:**

**7.1** Quality Assurance (QA)/Quality Control (QC): The Contractor shall implement and follow the City approved QA/QC plan. Alterations to the submitted Plan shall require written approval agreed upon by Contractor and Contract Manager.

7.1.1 The Contractor shall implement the approved QA/QC program to monitor each phase of contract performance beginning with capture of document images through acceptance by the City of all deliverables.

7.1.2 The Contractor's QA/QC program shall be initiated, documented, and maintained throughout the life of the Contract.

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- 7.1.3 Each document page/image shall be fully rendered, properly aligned and sequenced, free of distortions, and named in accordance with the Project Work Statements.
- 7.1.4 The Contractor shall conduct a one-to-one comparison of scanned images to source documents to ensure the capture and its quality. The Contractor's quality review shall include, but is not limited to, image quality, document integrity, verification of each image recording, and file completeness. In addition, the Contractor shall be responsible for monitoring and ensuring the accuracy of all metadata, filenames, and directories for all digital images and associated files produced under the Contract. The Contractor shall perform sufficient image and metadata inspections to ensure images meet the acceptance criteria defined in Section 10.0.
- 7.1.5 The Contractor shall document all QA/QC procedures, including actions taken to correct any problems, and submit a QA/QC report along with (or as part of) the scanning log with each delivery to DOA Contract Manager or designee. The QA/QC report shall enumerate and describe actions taken.
- 7.2 Maintain logs of work performed:** the Contractor shall maintain a scanning log for each project or job. At a minimum, this log shall indicate the date and general description of the material scanned, scanner settings (resolution, halftone treatments, etc.) as well as noting exceptions, problems, and irregularities in the scanning process. The log shall also include the Scan Target results (pre and post scan), identification of the scanning operator, and shall identify the particular scanning equipment used.

**8.0 PROJECT MANAGEMENT AND CUSTOMER SERVICE:**

The Contractor shall designate a dedicated Project Manager for the duration of this contract. Any change in the assigned Project Manager requires written prior approval by the Contract Manager and replacement must meet the experience criteria in Section 8.2 below.

- 8.1** The Project Manager shall be an authorized representative of the Contractor.
- 8.2** The Project Manager must have a minimum of two (2) years of consecutive employment with the Contractor in a similar position with comparable responsibilities, size and scope.
- 8.3** The Project Manager shall manage and coordinate contract performance and serve as a principal point of contact for communications with the City.
- 8.4** The Project Manager shall accept work requests from the City and develop a Project Work Statement from the information provided by the City. The Project Work Statement shall conform to the requirements defined in item 5.0 above.
- 8.5** Prior to the commencement of this project, the Project Manager shall schedule an initial meeting with Contract Manager or designee within 10 business days of contract award to discuss and formalize major project tasks, milestones, and timeline as well as the standard templates for the data fields and directory structure that will comprise the document indexes and image files.
- 8.6** Within 10 business days after initial project meeting (referenced in Section 8.5), the Project Manager shall provide the Contract Manager with a draft detailed project plan that identifies the major project tasks, milestones, and timelines. The Contract Manager and Project Manager will review and finalize the draft detail project plan within five business days after submission.

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- 8.7 Contract Manager or designee will provide a written approval of any project changes. Project manager shall be responsible for ensuring compliance with the proposed scope, schedule, and cost.
- 8.8 Project status reports shall be delivered to the Contract Manager on a bi-weekly basis at a minimum.

**9.0 DELIVERABLES:**

The Contractor shall deliver to the City the following deliverables on or before the established deadlines:

- 9.1 **Quality Assurance/Quality Control Plan** – prior to start of work a copy of Contractor's QA/QC Plan with a signed statement that the submitted and mutually agreed upon Plan will be enforced during the entirety of the contract shall be delivered to and approved by the Contract Manager
- 9.2 **Project Work Statements** – shall be delivered no later than 5 business days after receipt of a work request from the City.
- 9.3 **Digital Images and Metadata** – shall be delivered on the dates specified in approved work statements. Vendor will upload images and metadata files to designated DOA network location.
- 9.4 **Original Documents** – Re-prepped documents must be returned when the corresponding digital images are delivered.
- 9.5 **Packing Lists** – must accompany every shipment sent to the City.
- 9.6 **Scanning and Indexing Logs** – must be delivered with the images.
- 9.7 **Quality Control Reports** – must be delivered with, or as part of, the Scanning and Indexing Logs.

**10.0 ACCEPTANCE:**

- 10.1 The City will accept or reject the services and deliverables after delivery. The City's failure to inspect and accept or reject the services and deliverables shall not relieve the Contractor from responsibility, nor impose liability on the City for nonconforming work. Work is nonconforming when it is defective in material or workmanship, or is otherwise not in conformity with the contract requirements.
- 10.2 **Acceptance criteria** – The City shall use the following criteria to determine acceptability of services and deliverables:
- 10.2.1 **Quality Assurance:** Contractor shall perform 100% QA/QC on each page – each scanned image shall be compared to source document and corrected as needed.  
NOTE: DOA intends to destroy the source documents at a future date and must ensure that all pages of documents and drawings have been captured and meet the criteria outlined in this Section (10.2).
- 10.2.2 **Image Quality:**
- replicate original quality or better
  - complete page content has been captured and images fill the scan areas

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- images are not skewed, blurred, or indistinct
- image size, page orientation, and image resolution are correct

**10.2.3 Document Integrity:**

- images are produced for every required page and no pages are missing
- images have not been duplicated during the scan process
- images are numbered and delivered in the order they appear in the source document, unless otherwise instructed
- images do not overlap, show folded documents or contain excessive blank pages

**10.2.4 Metadata:** Contractor shall perform 100% QA/QC on all related metadata to ensure the information is accurate and complete.

**10.2.5 Organization of Files and Images:**

- files are arranged and named in a coherent and consistent manner as agreed upon by DOA and Vendor prior to the conversion process
- images can be retrieved by specifying keywords and simple text in the search functions of standard operating systems (e.g., Microsoft Windows, Mac OS)
- insert a typed TAB divider sheet if tabbed section of a manual does not have a clear divider page

**10.3 Final Acceptance:** Contract Manager or designee will provide written notice of rejection or acceptance within 15 business days after receipt of all deliverables.

**10.3.1 Paper Copies:** Contractor will destroy all copies (including any back-up material) of City documents and drawings at an agreed upon time by Vendor and Contract Manager or designee. Vendor will provide Contract Manager or designee with a signed certificate of destruction.

**10.3.2 Electronic Copies:** Contractor will digitally destroy all electronic scans (including any back-up material) of City documents and drawings per DoD 5220.22-M at an agreed upon time by Contractor and Contract Manager or designee. Contractor will provide Contract Manager or designee with a signed certificate of destruction. Certification must include the following:

- Media Type (i.e., magnetic, flash memory, hybrid, etc.)
- Media Source (i.e., user or computer the media came from)
- Sanitization Description (i.e., Clear, Purge, Destroy)
- Method Used (i.e., degauss, overwrite, block erase, crypto erase, etc.)
- Tool Used (including version)
- Verification Method (i.e., full, quick sampling, etc.)
- For Both Sanitization and Verification:
  - Name of Person
  - Position/Title of Person
  - Date
  - Location
  - Phone or Other Contact Information
  - Signature

**11.0 OTHER WORK**

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Additional work/tasks, if any, shall be identified as necessary by the City and shall require written approval by Contractor and Contract Manager. Additional work/tasks mean document imaging tasks not identified in Section 6.0.

**12.0 SECURITY AND CONFIDENTIALITY:**

The Contractor shall be required to sign a non-disclosure agreement and keep details of the City infrastructure and security system confidential. Failure to sign or abide by the non-disclosure agreement shall be cause to disqualify a Vendor or cancel their contract. The selected Proposer shall be required to acknowledge the receipt of DOA Airport Security Program, Section 4 – Personnel Identification and will control the document in accordance with 49 CFR 1542.7. (See Attachment A)

Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court.

All materials and information provided or made available to the Selected Proposer by the City or while working on this Contract for the Department of Aviation shall be regarded as confidential information in accordance with Federal law, State law, and ethical standards. The Selected Proposer must take all necessary steps to safeguard the confidentiality of such materials or information. The Selected Proposer is responsible for ensuring that its employees and Subcontractors associated with this contract abide by the confidentiality requirements of the Contract. The Successful Proposer certifies that their employees, agents and Subcontractors, prior to working on this project, will have signed the Airport's Confidentiality Agreement.

The Selected Proposer shall be responsible for its Subcontractors' actions and shall be held liable for any data corruption caused by the Selected Proposer or its Subcontractors.

## **Attachment A**

### **Airport Security Requirements**

#### **PART 1 – GENERAL**

##### **1.2 SUMMARY**

- A. Access to any security or emergency documents must be approved by the Security Manager.
- B. Due to the ever changing environment of Airport security, requirements may change at any time.
- C. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

##### **1.3 RESTRICTED AREAS ACCESS POLICIES**

Escorted Access: For this project Individuals shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

#### **1.4 SECURITY CLEARANCE PROCEDURES**

Contractor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures shall be followed to obtain security clearance:

1. Contract applicant shall complete, sign the **Personal Information Form**, and present two forms of identification.
2. Contract applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** statement/form.
3. Contractor shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	ARC Document Solutions	
Physical Address	4107 S. Capital of Texas Highway #400, Austin, TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="checkbox"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="checkbox"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas**  
**Section 0800**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18 day of May, 2017

CONTRACTOR

Authorized  
Signature

Title

ARC Document Solutions



Regional Vice President

**Section 0815: Living Wages Contractor Certification**

Company Name ARC Document Solutions

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
Scott Scheuber	Scanning Center Manager/Project Manager
Sara Ramos	Production Supervisor/Quality Controller
William Wolpert	Scanning & Indexing Specialist
Kylie Nelson	Scanning & Indexing Specialist
Ronnie Paladio	Large Format Scanning & Indexing Specialist
Orlando Montero	Small Format Scanning & Indexing Specialist

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**Section 0835: Non-Resident Bidder Provisions**

Company Name ARC Document Solutions

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: PAX014

SOLICITATION TITLE: Records Digitation – Electronic Conversion

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

**Offeror Information**

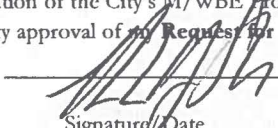
Company Name	ARC Document Solutions		
City Vendor ID Code	RID3954000		
Physical Address	4107 S. Capital of Texas Highway #400		
City, State Zip	Austin, TX 78704		
Phone Number	832-244-9791	Email Address	shane.herzog@e-arc.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

**Shane Herzog/Regional Vice President**

Name and Title of Authorized Representative (Print or Type)

Signature/Date

 5/26/17



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0142**

**Addendum No: 1**

**Date of Addendum: 05/01/2017**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. MANDATORY requirement for the Pre-proposal Conference has been deleted.

A conference call information has been added:

Conference Call Number: 512-974-9300

Participants Code: 521387

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

A handwritten signature in cursive script, appearing to read "Sai Xoomsai Purcell".

APPROVED BY: \_\_\_\_\_

Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

\_\_\_\_\_  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

Shane Herzog

\_\_\_\_\_  
Name

A handwritten signature in cursive script, appearing to read "Shane Herzog".

\_\_\_\_\_  
Authorized Signature

May 1, 2017

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0142**

**Addendum No: 2**

**Date of Addendum: 05/02/2017**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Q) Section 0500, item 5.3.4.6. Is it the City requesting that the vendor deliver both an external hard drive with documents and metadata (5.3.4.4/5.3.4.5) as well as load the images from the hard drive onto the City network? Will this requirement be specific to the scan job based on whether the scanning is done on-site or off-site?  
A) The Vendor is to deliver the external drive with document and metadata and upload the images and metadata file to the DOA network.  
This requirement is related to off-site scanning only. Refer to Primary Section 5.3.4 Off-Site Scanning
2. Q) Section 0500, item 5.3.4.7. In an effort to reduce costs, would the City consider an alternate approach where requested documents can be scanned and delivered to the City via a secure FTP site within 2 hours in lieu of returning the physical documents to the City?  
A) Yes. The City will accept the scanned image in lieu of returning the physical document as long as the image is acceptable quality and readable.
3. Q) Section 0500, item 5.3.4.7. Would the City extend the time requirement from 2 hours to 4 hours?  
A) Yes. The City will extend the response time from 2 to 4 hours, but reserves the right to specify 2 hours should need present itself.
4. Q) Section 0500, item 5.3.4.7. Can the City estimate how many return document requests there would likely be over the course of the contract?  
A) No. However, the City does not anticipate this to be a large number. The City anticipates that a planned number of documents, not the entire collection, will be taken off-site at any given time.
5. Q) Section 0500, item 5.3.8. Will the City provided specific data tables, where possible, to minimize the amount of manual indexing?  
A) No. The Vendor required metadata fields require manual indexing.
6. Q) Is it important to Austin to utilize a vendor with SOC-2 certifications of their scan facility to ensure protection of the City's information?  
A) SOC-2 certification is not a requirement of this RFP.
7. Q) Section 0500, item 5.3.7 and 6.1.3. Are the drawings required to be OCR'd and does the city want the sets returned as a multipage PDF or single page PDFs grouped in another manner such as metadata?  
A) Reference Section 0500, item 7.1.4 (under 7.0 Quality Assurance/Quality Control) All drawings and documents are to have a one-to-one QC/QA.

Drawings – Vendor is to produce (1) individual TIFF images of each sheet within a drawing set along with the related metadata, and (2) a multi-page PDF file.

8. Q) For off-site conversion, can document be shipped out of State for conversion?  
A) No.
9. Q) Can documents be shipped by commercial carrier (ground) to vendor's facility?  
A) Yes.
10. Q) Can the entire project be done on-site?  
A) Yes.
11. Attachment C – Price Proposal Form line item 2, Other Items or Services Not Listed Below, has been deleted in its entirety.
12. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



APPROVED BY: \_\_\_\_\_

Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

05/02/2017

\_\_\_\_\_  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

Shane Herzog

\_\_\_\_\_  
Name



\_\_\_\_\_  
Authorized Signature

5/2/17

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

**Solicitation: PAX0142**

**Addendum No: 3**

**Date of Addendum: 05/10/2017**

This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. **PROPOSAL DUE PRIOR TO:** 05/18/2017, 2:00 pm, local time has been extended to 06/06/2017, 2:00 pm, local time.

**PROPOSAL CLOSING TIME AND DATE:** 05/18/2017, 3:00 pm, local time has been extended to 06/06/2017, 3:00 pm, local time.

2. The requirement listed under Section 0500 Scope of Work, Item 6.3, Task 3 – Human Resources Employee Files has been deleted and removed in its entirety. This requirement will no longer be part of the resulting contract from this RFP.
3. Section 0600 Proposal Preparation Instructions and Evaluation Factors, Tab 1, Item C. Section 0700 Reference Sheet has been deleted. Proposer does not need to complete and submit item C. Section 0700 Reference Sheet with proposal.
4. Section 0600 Proposal Preparation Instructions and Evaluation Factors, Item 4 Evaluation Factors and Award has been deleted in its entirety and replaced with the following:

4. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**Evaluation Factors (Maximum 100 points):**

1. **Prior Experience & References –20 Points (TAB 6)**
  - Firm Experience and narratives
  - Specific References and statement of qualifications
  - Sample Project Work Statement
2. **Personnel & Project Management Structure – 10 Points (TAB 7)**
  - Organizational chart
  - Project Manager experience and qualifications
  - Staffing plan and experience
3. **Project Solutions – 40 Points (Submittal should be included under TAB 9 of responses)**
  - Proposed Project Timeline
  - Overall approach to providing services to include, but not limited to:
    - Pickup and delivery process
    - Will majority of the work be completed on site?

- Quality Assurance/Quality Control (QA/QC) plan
  - Provide Quality Assurance/Quality Control (QA/QC) plan. Describe in detail how the QA/QC program will be implemented specific to the requirements of this contract. **(Section 0500, item 7.0)**
- Equipment and software
  - Provide list of equipment and software to be used for all tasks. Provide separate list of equipment that will be used on site vs. off site. List manufacturer, year manufactured, and model number.

**Total Price Proposed (Attachment A – Price Proposal) – 20 points (TAB 8)**

Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

**4. Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**5. Interview/clarifications - Optional**

Interviews/clarifications session may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission and to rescore based on interviews

5. The following requirement is hereby incorporated to the RFP under Section 0400, Supplemental Purchase Provisions, item 8.0 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

**WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

**REQUIREMENT FOR ALL ON-SITE SCANNING**

- A. Security Badges: Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. The Contractor's employees must comply with all security restrictions. Violations may result in the Contractor receiving an FAA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
- B. Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
- C. Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The Contractor shall be responsible for the cost thereof (\$38.00 per fingerprint check).
- D. Badge Fees: Contractor shall provide a \$25 refundable fee required for each airport security badge. The fee is refundable upon the return of a Contractor's badge to Airport Security and I.D. Section. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$50; 2nd replacement - \$75; 3rd replacement - \$100; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section.

- E. Each employee who receives an airport security badge will be required to attend an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.

## **QUESTIONS AND ANSWERS**

6. Q) Can work be done in Houston, TX or is it required to be processed in Austin?  
A) There is no stipulation requiring the documents to be scanned in Austin. The vendor will need to make the documents assessable as noted in the RFP.
7. Q) Since the RFP covered large format, small format and on-site scanning, Can a vendor submit on the large format?  
A) No.
8. Q) Can the City provide additional detail surrounding the requirement to upload the images directly into the City's network? Would an SFTP transmission of the images to the City's designated address be sufficient to satisfy this request?  
A) No. The physical records must be returned to the City at the same time as the delivery of the images and metadata file.
9. Q) For the Large Format Drawings, what is the quantity of Mylar and Vellum as a percentage of the total large format volume and are there any other requirements Vendor(s) should know about?  
A) There are approximately 60 sets of Mylar, 10 sets vellum, and 10 sets with some combination of bond, Mylar, or vellum. We use an average/estimate of 100 sheets per set.
10. Q) There was a formal solicitation issued by the City that closed in 2015. Was there any work performed since 2015 and if so, who was the vendor who performed the work?  
A) No document imaging related to these records has occurred since 2015.
11. Q) Is the on-site per unit pricing to be inclusive of all expenses related to equipment, software and labor?  
A) Yes. The Vendor must include the respective expenses to cover off-site or on-site.
12. Q) On the PDF files, is it a requirement to bookmark by drawing types?  
A) No
13. Q) What is the estimated document count per box?  
A) The boxes do not all contain folders with files inside. Some boxes may only contain bound reports with no folders. Some may have a mixture of folders and reports. The estimate was based on 2,500 sheet per box and increased to account for some double-sided documents with a box.
14. Q) What is the on-site work hours?  
A) Monday through Friday 8:00 a.m. to 5:00 p.m. Hours may be slightly modified based on the location of the workspace. This would be agreed upon by the vendor and the City prior to setting up the workspace.
15. Q) Can the City verify the requirement for the Attachment A Airport Security Requirement? Will certified background report with fingerprinting needed for all persons performing on this contract, including all Contractor and Subcontractor?  
A) See item 5 above.
16. Q) Is it the City expectation that documents/images be rebounded after each scan?  
A) No. However, DOA does require that documents be separated from each other to facilitate retrieval during the DOA audit and until DOA destroys the source documents. The drawings will need to be clip bound (at minimum) or as agreed upon by DOA and Vendor.

17. Q) Is it the responsibility of the Vendor/Contractor to shred the documents after each scan?  
A) No. Vendor is required to return all documents to DOA and at the same time the images and metadata files are delivered to DOA.
18. Q) Are some document double sided?  
A) Yes. This applies to the drawings as well as the regular size documents.
19. Q) Can digital files be made available to offshore (India, Mexico, etc.) resources for indexing or any other purpose?  
A) No.
20. Q) What is the City expectation if a CD is found in the submittal files or elsewhere?  
A) Vendor should flag the CD for DOA review and continue with the scan of the paper-based file.
21. Q) Task 2 (Planning and Engineering Project Documents – pages 4&5 of 10), page count was provided, but will City be able to provide an estimated file document count per box (i.e. how many separate documents per box (i.e. pages are located within document, so how many docs total and how do you want them grouped)?  
A) No. The boxes do not all contain folders with files inside. Some boxes may only contain bound reports with no folders. Some may have a mixture of folders and reports.
22. Q) Task 2 (Planning and Engineering Project Documents - pages 4&5 of 10), will the City provide the index fields required for each document?  
A) The following is an example of the index fields. Task #1 Drawing Index Fields – Type, Project Number, Sheet Number, Sheet Name, Discipline. Terminal drawings have 2 additional fields: Terminal Level and Terminal Sector.  
Task 2 Documents –Project Number, Document Type, Document Name, Part Number, Publish Date.
23. Q) If project is completed onsite (physical prep, scan, QC, document identification, indexing, etc...) what will the size of the room be (will it allow for 10 to 12 staff and a PM), also will tables and chairs be provided?  
A) The City does not have a specific room /area reserved at this time. Table and chairs will not be provided. Refer to Section 0500 Scope of Work, Section 5.3.3 – The Contractor shall furnish all furniture, equipment, office supplies, etc. needed by Contractor's staff to establish and maintain the needed production work environment to accomplish the specifications of this RFP and specifications as outlined in Contractor's approved Project Work Statement(s).
24. Q) Please provide additional information regarding 1 to 1 comparison and it is required for all LF Drawings, Planning and Engineering Documents, and HR Files?  
A) Each scanned image must be compared to the corresponding hard copy to ensure the capture of each page and quality of each image. This requirement applies to all drawings and all documents included in this project.
25. Q) Please verify if you want drawings that are bound rebound? If so, can you provide an estimate on how many drawings are bound?  
A) The drawings will need to be clip bound (at minimum) or as agreed upon by DOA and Vendor.
26. Q) If vendor capture data onsite in Austin, store data on secure server onsite in Austin, use remote resources (outside of Texas) to index on the server in Austin, (so again no data is leaving the server in Austin). Is this process acceptable?  
A) All work must be performed in the State of Texas.
27. Q) In regards to the 2 hour turnaround for document requests, can these requests be fulfilled by sending the documents electronically?

A) Yes, as long as the quality of the image is readable.

28. Q) Is there a specific Document Management system that these documents will be imported into? (i.e. Sharepoint, Livelink, or eDocs)

A) The documents will be accessed through a SharePoint portal.

29. Q) Does re-prep consist of placing the documents neatly back into its original folder? Or do they need to be re-stapled, paper clipped, etc.?

A) DOA does require that documents be separated from each other to facilitate retrieval during the DOA audit and until DOA destroys the source documents. The drawings will need to be clip bound (at minimum) or as agreed upon by DOA and Vendor.

30. Q) Would the City like to have the negative document's polarity reversed?

A) Yes.

31. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



05/10/2017

APPROVED BY: \_\_\_\_\_

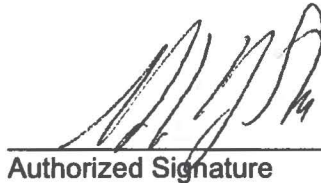
Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

\_\_\_\_\_  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

Shane Herzog

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Authorized Signature

5/10/17

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: PAX0142**

**Addendum No: 4**

**Date of Addendum: 05/10/2017**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Q) To facilitate pricing, can the City please provide the average number of characters for the index fields?  
A) On average, the length can range from 10 to 100 characters.
2. Q) Can the Certificate of Insurance and updates be emailed instead of mailed?  
(A) Yes
3. Q) Section 0500 Scope of Work, item 5.3.4.1 Transport of Drawings: Please confirm that vendor is responsible for provisioning the boxes to package the large-format drawing sets?  
A) Yes
4. Q) Section 0500 Scope of Work, item 5.3.4.2 Transport of Drawings: While some of the documents viewed at the conference were contained in boxes, others were in filing cabinets. Will the City have all of these documents in boxes prior to vendor pickup?  
A) Yes
5. Q) Section 0500 Scope of Work, item 5.3.4.2 Transport of Drawings: Please confirm if vendor must provision the boxes for the documents referenced in this subsection.  
A) The City will provide boxes for records currently housed in the Plan Room lateral files.
6. Q) Section 0500 Scope of Work, Item 6.5 Metadata: Indicates "...Up to six (6) fields...", but Attachment C – Price Proposal Form only lists up to five (5) fields. Can the City clarify how many fields there are per file?  
A) At this time, five fields have been identified that would be a requirement of the Vendor.
7. Q) Can the City clarify the answers between Addendum #1 question 2 and Addendum #2, question 8? The answers seem to contradict each other.  
A) There are two separate issues: (1) return of documents taken off-site, and (2) DOA request for information while documents are in vendor custody.
  1. Images, metadata file, and physical copies must returned to DOA at the same time. Images and metadata are uploaded by vendor to designated location of DOA network.
  2. Vendor is required to respond to DOA request for information within 4 hours when physical copy is in vendor custody. DOA will accept the image, if acceptable quality, in place of vendor delivering the physical copy.

8. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



APPROVED BY: \_\_\_\_\_

Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

05/10/2017

\_\_\_\_\_  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

Shane Herzog

\_\_\_\_\_  
Name



\_\_\_\_\_  
Authorized Signature

5/10/17

\_\_\_\_\_  
Date

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**ADDENDUM  
CITY OF AUSTIN, TEXAS**

---

**Solicitation: PAX0142**

**Addendum No: 5**

**Date of Addendum: 05/11/2017**

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This addendum is to incorporate the following changes, questions, and answers to the above referenced solicitation:

1. Q) Would the City consider an alternate pricing method for the on-site scanning solution?  
A) For price comparison purposes, all price evaluation will be solely base on Attachment C – Price Proposal Form. Proposal must submit your pricing on this document to be considered for award. However, the Proposers can submit your own pricing structure as a supplement to the Attachment C – Price Proposal Form
  
2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: \_\_\_\_\_

Sai Xoomsai Purcell, Senior Buyer Specialist  
Purchasing Office, 512-974-3058

05/11/2017

\_\_\_\_\_  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

Shane Herzog

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Signature

5/11/2017

\_\_\_\_\_  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

# Tab 2

## 2. Authorized Negotiator

Following is the name, address, and telephone number of the person in ARC's organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Shane Herzog  
Regional Vice President of Sales  
6300 Gulfport Drive  
Houston, TX 77081  
(832) 244-9791  
shane.herzog@e-arc.com

# Tab 3

May 25, 2017

Ms. Sai Xoomsai Purcell  
City of Austin  
124 W. 8<sup>th</sup> Street, Room 308  
Austin, TX 78701

RE: Solicitation #PAX0142, Records Digitation – Electronic Conversion

Dear Ms. Purcell:

ARC Document Solutions, LLC ("ARC") would like to be considered to provide the City of Austin with a complete Scanning & Indexing Solution for their digital imaging and document conversion needs. As a leader in the field of Document Management, and as a long-standing partner to the City of Austin, we are confident in our ability to provide the City of Austin a scanning solution that meets all their project objectives at a competitive cost, while providing the additional long-term benefits of producing high-quality reusable digital files for any future requirement.

ARC's AIM/Scanning Division can meet all these project requirements, but would like to go beyond these initial guidelines and provide some additional guidance and support utilizing our vast experience in the field of Facilities & Construction Document management. Also, ARC recognizes the sensitive nature of the information contained within the document collection, and has developed its Regional AIM Scanning Facility to handle projects such as this. For the City of Austin, we will handle all the full-service scanning work that is required, and through our proven document workflows will produce for you the best possible images that your original documents can provide, indexed with the proper information, and securely delivered back to the City of Austin in any manner they so choose.

The following individual is authorized to answer technical, price, and/or contract questions:

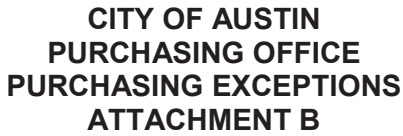
Scott Scheuber  
Manager – Regional AIM Scanning Center  
4900 Dacoma  
Houston, TX 77092  
Direct: 713-686-7957 | Cell: 832-217-7430  
scott.scheuber@e-arc.com

Sincerely,



Shane Herzog  
Regional Vice President – Document Solutions  
6300 Gulfton  
Houston, TX 77081  
Direct: 713-953-2305 | Cell: 832-244-9791  
shane.herzog@e-arc.com

# Tab 4



1. **0300 STANDARD PURCHASE TERMS & CONDITIONS**

☐ Not accepted as written. See below:

Indicate: Page Number	Section Number	Section Description
Alternate Language:		
Justification:		

47



**CITY OF AUSTIN  
PURCHASING OFFICE  
PURCHASING EXCEPTIONS  
ATTACHMENT B**

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

**2. 0400 SUPPLEMENTAL PURCHASE PROVISIONS**

☒ Accepted as written.

☐ Not accepted as written. See below:

<b>Indicate: Page Number</b>	<b>Section Number</b>	<b>Section Description</b>
<b>Alternate Language:</b>		
<b>Justification:</b>		

NOTE: Copies of this form may be utilized if additional pages are needed.

# Tab 5

## 5. Business Organization

1. Provide your legal firm name, headquarters address, local office addresses if any, and state of incorporation.

<b>Legal firm name:</b>	<b>ARC Document Solutions</b>
<b>Headquarters address:</b>	<b>1981 N. Broadway, Suite 385 Walnut Creek, CA 94596</b>
<b>Local office addresses:</b>	<b>4107 S. Capital of Texas Hwy., Suite 400 Austin, TX 78704</b>
<b>State of incorporation:</b>	<b>Texas</b>

2. Confirm that your firm is legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas.

**Confirmed.**

3. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

**None.**

4. Has your firm ever failed to complete any work awarded to you? If so, where and why?

**No.**

5. Has your firm ever been terminated from a contract? If so, where and why?

**No.**

6. Has your business ever done business using another corporation/company name?

**Ridgways, American Reprographics Company, ARC**

# Tab 6

## 6.1 Executive Summary

It is our pleasure to respond to the City of Austin's request for proposal, solicitation Number PAX0142 for Records Digitation Electronic Conversion services.

ARC Document Solutions (ARC) understands that the City of Austin is seeking a qualified firm with expertise in digitizing records (paper, Mylar, and Vellum) including large-format drawings, reports, minutes, manuals, personnel files, and other similar documents.

ARC Document Solutions is the largest document management solutions and services company in the world. We provide document management services to thousands of clients including municipalities, government agencies, architectural, engineering, construction and others. Our history, Knowledge and experience with digitizing and indexing large format facilities records and small format record documents are unmatched by any other firm. We understand the City of Austin has specific document conversion requirements as stated in the RFP, Questions & Answers, and subsequent addenda. We are highly confident that our services and solutions will effortlessly meet all project goals and objectives of the City of Austin.

ARC, a publicly traded company headquartered in California, has been managing the document print, imaging, and distribution needs of our clients since 1926, formerly operating in Texas under the brand name of Ridgway's. In fact, ARC has had a presence in and has been serving the Austin market for over 50 years. We have been a pioneer in the document imaging field since 1988. Of the 170 US locations in the United States, ARC has 13 highly specialized AIM Centers utilizing sophisticated document imaging equipment and technology, designed specifically to meet the needs of this RFP.

In addition, ARC has fourteen document service centers within the state of Texas (including Austin), all handling the document print and capture services of our customers. One of our service centers in Houston also serves as our AIM Center for the Region. The AIM Center in Houston has multiple layers of security designed to maintain the confidentiality and security needs of our most demanding customers, and easily qualifies to meet the security needs of the City of Austin as stated in the RFP.

ARC has been serving the Austin area for over 50 years. During that time, we have led the way in developing new ideas, new services and new technology to define an industry that has changed dramatically over the past two decades. Locally, we have experienced the growth and transition of the document solutions industry, from providing construction documents for the ABIA project, to now providing daily service including scanning and digital services to many City and State agencies.

Our current contracts include:

- City of Austin Duplication Services Contract (Public Works)
- Austin Energy
- City of Austin Parks and Recreation
- University of Texas (Architecture and Engineering Services PMCS)
- University of Mary Hardin Baylor
- St. Edwards University
- TX Parks and Wildlife Department (Reprographic Services)
- Texas Attorney General Office
- YMCA
- Travis County Public Utility Agency

Services we provide the above agencies include construction documents and specifications (including scanning services), CD duplication, digital services, document storage, as well as color graphics and supplies.

Our Archiving and Information Management operation has Quality Control processes built into almost every level of production to ensure our outputs meet the highest industry standards. We follow standards and guidelines provided by American National Standards Institute (ANSI), National Archives of USA (NARA) and other professional agencies such as AIIM and ARMA. We also use DICE Target System, where applicable, recommended by the Library of Congress to ensure all our color scans meet their guidelines.

ARC Document Solutions recognizes that the City of Austin, through the course of the Service Agreement, may have varying projects, each being uniquely different, or in some cases similar. ARC is also keenly focused on “Expectation Management”, working hard to ensure that our expectation for a successful project outcome closely aligns with our customer’s expectation for each project we execute.

Therefore, once presented with a specific project need or scope, ARC will develop a focused Work Statement for the project at hand, which would include a complete description of work to be performed including technical specifications for that project. In addition, the Work Statement would the schedules to include pick-up and deliveries for each segment of the project, schedules for periodic update meetings and communications, as well as staff assignments who would be responsible for the critical elements of each project. The Work Statement will outline the deliverables, as well as the methods and workflow to achieve a successful outcome for the project, including quality assurance controls and anticipated quality check procedures and indicate details relating to the project costs.

ARC Document Solutions spares no expense when it comes to staffing and equipping its AIM centers. We deploy the most sophisticated document scanners and processing software as part of our Quality Assurance Plan, and to ensure that we achieve the highest quality results possible. In addition, we operate our facilities under a premise to eliminate human intervention wherever possible. Because, where we can eliminate human intervention, we can minimize the risk of error.

As an example of our process control, we deploy a variety of tactics to minimize or eliminate as much data entry as possible by using barcodes and databases. Utilizing barcodes eliminates the risk of error, as a barcode can either be read right or not read at all; where a human can error or transpose number and text when entering data via a keyboard.

As another example of our process control, we deploy sophisticated Image Processing and WorkFlow software that manages the Image Acquisition, Image processing, Indexing, Quality Control, and File Migration step within the Project Execution Plan. This software tracks every box, document and image throughout the workflow production, ensures that every image is processed in accordance with the specific workflow design, manages all the index data that is captured, applying specific rules for how the data is captured; and ensures that all output files are properly created and named. The software also creates the specific folder structure and naming as designed for the project. And finally, the software tracks and manages all QA and QC processes to ensure that no step inadvertently altered or omitted, and generates reports showing operational statistics for each project.

ARC Document Solutions would like to thank you for the opportunity to propose a solution for this current imaging project. We are confident we can deliver back to the City of Austin a high-quality digital preservation of your valuable document collection. As a next step, we would like to request a Project Team Meeting between the ARC and City of Austin key team members. This meeting would enable the ARC and City of Austin Team members to collaborate on the details of the project, and give the City of Austin the opportunity to meet the key ARC team members.

## 6.2 Specific References and Statement of Qualifications

### Reference 1:

Client Company Name	CITY OF PALO ALTO (COPA)
Contact name	JOHN MONTENERO
Contact address	250 HAMILTON AVENUE, PALO ALTO, CA 94301
Contact telephone number	650-329-2300
Contact e-mail	JOHN.MONTENERO@CITYOFPALOALTO.ORG
List of Proposer's key personnel assigned to the contract. List shall include names, roles, responsibilities	Anthony Duran – Regional Director of AIM Operations Anthony has Operational and Management oversight of the ARC Document Solutions AIM Center in Santa Clara, CA. This AIM Center has been providing the Document Imaging Services for the City of Palo Alto for nearly four years. Anthony also serves as the Project Manager, handling all production aspects for the City of Palo Alto.
Brief Description of major contractual work components, specific scanning technologies and services provided, document and drawing formats and media types converted	ARC Document Solutions has been providing the conversion of hard copy documents into electronic form using State of the Art document imaging technologies, for nearly four years. To date we have captured at least 2 million document pages from all types of paper documents, engineering drawings, microfilm, aperture cards, photos, and others. The departments at the City of Palo Alto that have used these services include: Purchasing, Accounting, ASD, City Attorney's Office, Planning, Development, Fire, HR, Public Works, Public Works, Engineering, Utilities, Customer Service, Aero Water, Waste Treatment, and others. In addition, ARC Document Solutions also provides our SKYSITE technology cloud based platform which hosts all captured documents, allowing City of Palo Alto authorized users to search, find, download, print or link any document from any web-enabled desktop or mobile device.
Contract start date - completion date	June 2013 - Present

**Reference 2:**

Client Company Name	EMCC
Contact name	DEAN GRONOSTAJ
Contact address	4500 BAYWAY DR., BAYTOWN, TX 77520
Contact telephone number	281-834-1979
Contact e-mail	DEAN.GRONOSTAJ@EXXONMOBIL.COM
List of Proposer's key personnel assigned to the contract. List shall include names, roles, responsibilities	<p>Scott Scheuber – Project Manager - Inventory Control, Workflow Development</p> <p>Bridget Allison – Production Supervisor – Scheduling, File Migration, QC Verification</p> <p>William Wolpert – SF/LF Scanner – Scanning/Indexing Boxed Lab Notebooks &amp; Binders</p> <p>Kylie Nelson – SF/LF Scanner – Scanning/Indexing Boxed Lab Notebooks &amp; Binders</p> <p>Sara Ramos – SF/LF Scanner – Scanning/Indexing Boxed Lab Notebooks &amp; Binders</p>
Brief Description of major contractual work components, specific scanning technologies and services provided, document and drawing formats and media types converted	<p>Very high-security scanning of hundreds of boxes of Lab Notebooks, and the retrieval, validation and transference of preexisting digital media on various outdated technologies into the new archival collection. Project requires specific workflow steps and processes, focuses on many different types of media, and all captured data records migrate to specified PDF Files. Use of multiple flat-bed scanners, high-speed document scanners, book scanners, and large format document scanners.</p>
Contract start date - completion date	June 21, 2016 - Present

**Reference 3:**

Client Company Name	PAGE ARCHITECTS
Contact name	JEFF MECHLEM
Contact address	1100 LOUISIANA, SUITE ONE, HOUSTON, TX 77002
Contact telephone number	713-658-2253
Contact e-mail	JMECHLEM@PAGETHINK.COM
List of Proposer's key personnel assigned to the contract. List shall include names, roles, responsibilities	<p>Scott Scheuber – Inventory Control, Packaging &amp; Transport</p> <p>Sara Ramos – Project Manager – Scheduling, File Migration, QC Verification</p> <p>William Wolpert – LF Scanner – Scanning/Indexing Drawing Sets</p> <p>Kylie Nelson – SF/LF Scanner – Scanning/Indexing Boxed Files &amp; Drawing Sets</p>

Brief Description of major contractual work components, specific scanning technologies and services provided, document and drawing formats and media types converted	Packaging, Sorting, & Inventorying several thousand LF Drawings into proper sets. Scanning LF Drawing Sets (bond, mylars, sepias, vellums, diazos) to Multipage PDF Files, and scanning boxes of files into searchable multipage PDF Files for a research laboratory campus. Provided chain of custody control & secure environment scanning. Delivery back to client on encrypted portable hard drive, and tagged originals for direct correlation to the digital files created. Completed under a 30-day hard deadline.
Contract start date - completion date	November 28, 2016 – December 28, 2016

**Reference 4:**

Client Company Name	TCH
Contact name	HILLEL STANLEY
Contact address	1919 S. BRAESWOOD, STE.3211, HOUSTON, TX 77030
Contact telephone number	832-824-2915
Contact e-mail	HMSTANLE@TEXASCHILDRENS.ORG
List of Proposer's key personnel assigned to the contract. List shall include names, roles, responsibilities	Scott Scheuber – Project Mgr. - Inventory Control, Workflow Development, LF Scanning Sara Ramos – Production Manager – Scheduling, File Migration, QC Verification William Wolpert – LF Scanner – Scanning/Indexing Boxed Lab Notebooks & Binders Kylie Nelson – LF Scanner – Scanning/Indexing Boxed Lab Notebooks & Binders
Brief Description of major contractual work components, specific scanning technologies and services provided, document and drawing formats and media types converted	Packaging, Sorting, & Inventorying thousands of LF construction & facilities drawings into proper drawing sets. Scanning LF drawing sets (bond, mylars, sepias, vellums, diazos) to multipage PDF Files for all buildings of a hospital campus. Provided chain of custody control & secure environment scanning. Delivery back to client on Custom Developed version of SKYSITE Document Management Platform. Tagged & returned original drawings for direct correlation to the digital files created.
Contract start date - completion date	February 3, 2016 – November 17, 2016

**Reference 5:**

Client Company Name	CCSS
Contact name	BARBRA GUYON
Contact address	PO BOX 78094, CENTRAL, LA 70837
Contact telephone number	225-650-2907
Contact e-mail	BGUYON@CENTRALCCS.ORG
List of Proposer's key personnel assigned to the contract. List shall include names, roles, responsibilities	<p>Scott Scheuber – Project Mgr. - Inventory Control, Workflow Development,</p> <p>Sara Ramos – Production Manager – Scheduling, File Migration, QC Verification</p> <p>Bridget Allison – SF Scanner – scanning/indexing various accounts payable documents</p> <p>William Wolpert – SF Scanner – Scanning/Indexing various payroll/tax documents</p> <p>Kylie Nelson – SF Scanner – Scanning/Indexing various accounts receivable documents</p>
Brief Description of major contractual work components, specific scanning technologies and services provided, document and drawing formats and media types converted	<p>Converting a large collection of archived files for a School District in Louisiana (AP/AR/Tax/Payroll/etc.) to searchable PDF documents. Collection consisted of numerous document types, including logs, purchase orders, and expense reports with small thermal receipts. Utilizing both High-speed scanners and flat-bed scanners for completion. 4-5 Month Completion Schedule during school district summer break. Delivery back via encrypted hard drive.</p>
Contract start date - completion date	April 17, 2015 – August 26, 2015

## 6.3 Project Work Statement

ARC Document Solutions will offer Records Digitation – Electronic Conversion services through its state of the art document conversion center in Austin, using production level equipment, industry standard processes, innovative capture software and well-trained professional staff. Our experience and proven technology and processes will ensure meeting project objectives, quality goals and service level requirements.

Following is a standard Project Workflow. We are flexible to make changes and improvements to this process based on specific business requirements of the City.

### **A. Identify Drawers, Shelves, and/or Target Documents to be received from Customer:**

Tools required: (Preprinted Storage Barcodes)

1. Create Storage series barcodes

Example: YYY-ZZZ

YYY = Sequential Shelf / Drawer Number

ZZZ = Document Number

(For barcodes applied to shelf and drawers, ZZZ will always equal 000)

2. Apply one Storage Series barcode label to each shelf/drawer, where YYY remains sequential as logically applied

### **B. Apply sequential Document Barcode Labels on each document contained in each Box, Drawer, and/or Shelf**

Tools required: (Preprinted Document Barcodes)

1. Create Document Series barcodes

Example: YYYY-ZZZ

YYYY = Sequential Shelf /Drawer Number

ZZZ = Document Number

2. Documents will be identified as a folder, bound book or other group of source pages that would be eventually converted to one PDF file.
3. Apply one Document barcode to each Document as it is found in sequential order within the storage container (Box, Drawer or Shelf)
  - a. In the event a label cannot be applied to the source document, attach the label to a Document Control Ticket and attach the Ticket to the source document using a rubber band
4. Take care to ensure that no documents are skipped and that no barcode are skipped
5. Place unused barcode labels at the back of the storage container

### **C. Move Non-Boxed Documents from Drawer and/or shelves to Transport boxes**

Tools required: (Preprinted Transport Barcodes)

1. Create Transport Series barcodes

Example: XXX-YYYY

XXX = Group ID Code

YYYY = Sequential Transport Number

(For Transport barcodes YYYY will start with 5001)

2. Apply one Transport Series barcode label to each transport box, where YYYY remains sequential as logically applied

**D. Move All Boxed Documents (Transport and Storage) from source location to On-Site Scan Center**

Tools required: (Wheeled Cart)

1. Load barcoded boxes on cart
3. Move barcoded boxes to On-Site Scan Center
4. Unload boxes to proper position in Scan Center

**E. Box level inventory**

Tools required: Workstation PC; Barcode Gun; Box Index Spreadsheet file

1. Using Workstation PC provided by PM with connected Bar-code Gun; Open Spreadsheet file, and place cursor into first open row under column A
2. Capture Box bar-code
3. Verify the data entered in Column A
4. Under Column B (same row), Enter via Barcode Gun the first Document barcode
5. Verify the data entered is correct
6. Under Column B (next row), Enter via Barcode Gun the Next Document barcode
7. Verify the data entered is correct
8. Repeat steps 6 & 7 until all documents are entered
9. Apply a new (CUSTOMER) Box Progress Label on the front end of the box, lower left corner
10. Using a Black Sharpie Marker, place a check mark at the Inventory line on the (CUSTOMER) Box Progress Label

**F. Create Scanner Set-up sheet:**

1. Create one scanner set-up sheet for each box indexed
2. Place each scanner set-up sheet in its respective box
3. Return Box to interim storage

**G. Document Preparation:**

*Instructions:*

- a. PM will issue each box to Prep Clerk for this Document Preparation phase
- b. It is mandatory that Prep Clerks are to work on one box at a time
- c. Prep Clerks are never to share the prep work within the same box with any other Prep Clerk
- d. If Prep Clerk is to leave box incomplete for break, they must complete prepping the current document batch before leaving for break.
- e. Prep Clerk is to work from front of box to back of box and always remain in that sequence
- f. Prep Clerk is to always keep Progress Marker placed where current Document Package was positioned in box

*Process:*

1. Remove first document from box
2. Begin by removing binding materials from documents, working from first page to last
3. Place each individual page face down, one on top of each other, insuring that each page is fully separated from the next, and remain in sequential order.
4. When Large Format drawings are found, remove the drawing from the document and insert the next available Placeholder sheet in the position from where the drawing was found
5. Retrieve the matching placeholder bar-code label, placing the bar-code label onto a blank Placeholder Ticket, and write the box number on the Placeholder Ticket
6. If multiple drawings, keep all drawings together in same sequence
7. Attach the Placeholder Ticket to the drawing(s) with a rubber band
8. Place the Drawing(s) face down in a stack, adding each Drawing(s) from the same box to the same stack
9. Follow Document Preparation Instructions as displayed in Document prep area.
10. Return document to box in its position from which it came just in front of progress marker
11. Remove next document and repeat steps 1 thru 10 until box is complete
12. Collect all drawings in stack and place them at the back of the current box
13. Using a Black Sharpie Marker, place a check mark at the Document Prep Line on the (CUSTOMER) Box Progress Label
14. Forward box to small format scan station

*Supplemental Instructions:*

- a. When encountering 3-ring binders, remove the cover insert from the binder and place as first page to be scanned
- b. When encountering a non-scan-able object, such as product samples, or other 3-D objects:
  - i. Detach the object and place object in object box to be returned to customer
  - ii. When encountering any digital media, such as diskettes, CD's, Back-up tapes, etc., notify PM for instructions
- c. When encountering post-it notes:
  - i. If note is blank, remove and discard
  - ii. If note has markings, and if the note is covering imagery on the source page, remove the note and reposition on the back of the page near the left edge of the page
- d. When removing plastic comb binders, place the comb binder in Binder Box for recycling.
- e. Remove acetate front and back covers, and place them in the Cover Box for recycling

**H. Small Format Document Scanning:**

1. At the start of a new box, first scan the Project Control Sheet; this will establish the settings on the scanner for this box
2. Remove the first document from the box
3. Press “F-12” then record the bar-code data found on the document via use of the Barcode Gun, Press Enter to close dialog box
4. Place document in scanner feed tray, landscape, non-binding edge first
5. Select the “Scan” button
6. Upon completion of the document, remove the document from the scanner exit tray
7. Replace document pages into folder/binder as found
8. Return document to box in same position where it was found, in front of Progress Marker
9. Repeat steps 2 thru 8 until box is complete
10. Using a Black Sharpie Marker, place a check mark at the SF Scan Line on the (CUSTOMER) Box Progress Label
11. Forward box to large format scan station

**I. Large Format Document Scanning:**

1. Select first placeholder and drawing(s) to be scanned, unfold and make ready for scan
2. Capture (using bar-code gun) the placeholder bar-code label found on placeholder control ticket
3. Reset the sequential number back to 1
4. Scan each drawing in sequential order under the file folder created for the current placeholder
5. Fold drawings, and bundle them with Control Ticket attached
6. Select next placeholder drawing(s) to be scanned
7. Repeat step 2 thru 6 until all drawings in box are completed
8. Return drawings to back of box
9. Using a Black Sharpie Marker, place a check mark on the LF Scanned Line on the (CUSTOMER) Box Progress Label
10. Return box to interim storage area

**J. Move Daily Scanned Images:**

1. Move Daily Scanned Images from Source Scan folder to Proper Batch folder

**K. Large Format Document Rotate:**

1. Run Document Rotate routine on all LF drawings, so that all images are oriented for proper reading

**L. Large Format Placeholder Replacement:**

1. Run Placeholder Replacement routine against all boxes completed thus far
2. This routine will remove each placeholder page image and insert corresponding LF images into proper position
3. When finished, the routine will generate a log file indicating results
4. Check the log file for any errors and reconcile the errors if needed
5. Move Box images (Box Folder) to server location marked "Prep for Upload"

**M. Roll-up Images to Image Only PDF**

1. Run PDF Roll-up routine on Document images in Batch

**N. Visual QC of PDF Files**

1. Randomly select one out of every 5 PDF files for QC (20% of the PDF files)
2. Open PDF files, with thumbnail images displayed
3. Scroll through all page images to insure image quality and proper image orientation
  - i. If error is detected, then open the immediate previous and following PDF file and inspect to insure error was not repeated into these files
  - ii. If error, immediately report to PM for determination of cause
  - iii. PM will correct process to insure error is not repeated
  - iv. Repair error in affected file(s)
  - v. Return to step 1 and continue QC process
4. Using a Black Sharpie Marker, place a check mark at the QC Line on the (CUSTOMER) Box Progress Label

**O. File Rename**

1. Run File Rename Process against spreadsheet data.
2. (Actual File Naming Convention TBD)
3. Using a Black Sharpie Marker, place a check mark at the Post Process Line on the (CUSTOMER) Box Progress Label

**P. Move Renamed Files to Output Folders**

1. Move properly renamed PDF Files to Output folder for Batch
2. Copy Files from Output Folder to Deliverable Media Hard Drive for presentation to Customer

**Q. Move Completed Boxes to Customer Check Location**

1. Move completed boxes to staging location where customer will randomly check as many boxes as desired prior to their sign-off of each box.

**R. Present Deliverables Hard Drive to Customer**

1. On a bi-weekly basis, present the Deliverables Hard Drive to the customer for final review of finished PDF files

**S. Customer to Review Source Documents and Approve Destruction:**

1. Customer to review "At Will" any or all completed PDF files against the hard copy boxes to verify that all documents have been captured accurately and meet customer expectation.
2. Customer to Sign-off on each box that has been verified thereby authorizing the box for destruction.
3. ARC will provide a Box Destruction Authorization Form for customer sign-off

**T. Prepare Box for Destruction:**

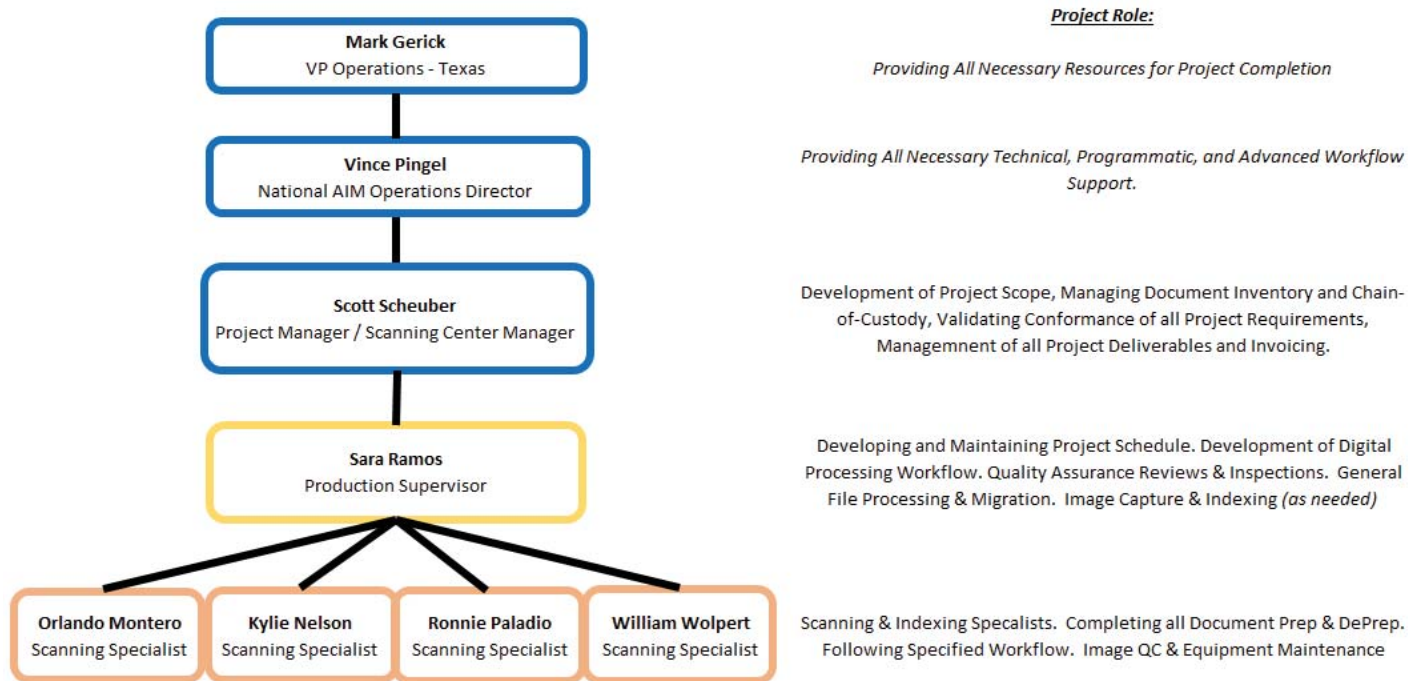
1. Once confirmation has been received from customer that Box has been approved for destruction; using a Black Sharpie Marker, place a check mark on the Destruct line of the Box Progress Label
2. All three ring binders are to be removed from each box for recycling
3. Each Box will be moved to the Destruct Location where it will be staged for destruction
4. At periodic times TBD by PM, Document Destruction Service is to be scheduled for shredding
5. PM will review and verify all boxes for destruction, in the presence of Customer, and Customer representative will sign off on verification line, providing final authorization for destruction
6. Boxes will be destroyed on-site or off-site (Customer election) as supervised by PM, and Certificate of Destruction will be obtained
7. PM will scan to PDF, and save all Box Destruct Authorization Forms and Certificates of Destruction for archival and record keeping purposes
8. PM will present original Certificate of Destruction(s) and copies of Authorization forms to customer

**U. End of Workflow**

# Tab 7

## 7.1 Organizational Diagram

**ARC Document Solutions - Operational Organizational Chart**



ARC Document Solutions has a very simple Organizational Chart, as illustrated above, which defines the hierarchy of the Operational Management side of ARC and the reporting structure for both internal and external responsibilities & processing.

ARC prefers that all reporting items be made via a written or digital communication. Resolutions to general production related items, including scheduling issues and NCR reports are typically reported and resolved at the Project Manager or Production Manager level, but can be elevated to the National Operations level if the issue is of a major production concern.

Any issues relating to Major Scope Change, Pricing/Invoicing, Customer Service, or other major issues are typically escalated directly to the Project Manager, or upper management.

For the City of Austin contract, the main ARC point of contact for all related issues has been defined in Section 7.2, and all issues are requested to be described and provided in writing for clarity & accuracy.

## 7.2 Project Management Experience and Qualifications

Should this project be awarded to ARC Document Solutions for execution, the following is a listing of the Sr. Management Team that will be overseeing its operation, along with an experience summary of its General Manager:

**Vince Pingel: General Manager, National Director of AIM Operations** 20+ Years

Vince has been involved in document scanning since 1991. His experience expands a wide variety of industries, markets and specialty areas. In 1996 Vince was contracted to capture the complete legacy of the *National Geographic* magazine, including every page from every issue, in high-quality full color.

In the early 2000's, Vince served as a liaison for the marketing team at Adobe, introducing Adobe to the wide format construction document industry, and was later asked to sit on an Adobe committee for the development of their Acrobat- Version 6. In 2006, Vince's team was contracted to capture the historical legacy of the State Supreme Court for the State of Louisiana. This project resulted from the disastrous Hurricane Katrina, which nearly destroyed all hand printed decisions and transcripts for State Supreme Court cases dating back to 1845.

**Mark Gerick: Sr. Vice President – Operations, ARC Region 3** 15+ Years

**Shane Herzog: Sr. Vice President – Sales, ARC Region 3** 15+ Years

For this contract with the City of Austin, the following associate will be designated as the ARC Project Manager:

**Scott Scheuber**

**Manager – Regional AIM Scanning Center**

4900 Dacoma - Houston, TX 77092

Direct: 713-686-7957 | Cell: 832-217-7430

scott.scheuber@e-arc.com

As an additional point of contact, ARC Document Solutions will also define the following Secondary Production Supervisor for this contract with the City of Austin:

**Sara Ramos**

**Production Supervisor – Regional AIM Scanning Center**

4900 Dacoma - Houston, TX 77092

Direct: 713-686-7957

sara.ramos@e-arc.com

Resumes follow.

## RESUME OF SCOTT SCHEUBER

Houston, TX  
(713) 686-7957  
scott.scheuber@e-arc.com

### SUMMARY

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Document Management Expert with 20+ years of experience in the fields of Print, Reprographics, Document Distribution, and Document Archival & Preservation.

### SKILLS & ABILITIES

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Small Format/Large Format Scanning	Large-scale Document Distribution
Construction Document Management	Document Planroom Management
Change Management	Software On-boarding
Document Quantity Assessments	Chain-of-Custody & Inventory Control

### EXPERIENCE

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#### ARC Document Solutions – Archive Information Management (AIM) - Houston, TX

- 11 years experience with ARC Document Solutions, maintaining document collections integrity
- Current Manager – Houston Regional AIM Scanning Center; Regional AIM Solution Specialist
- Archiving and Information Management for Very High-Volume Document Collections
- Providing full document quantity assessments for clients; assist in solution definitions
- Process & Workflow development for all archival scanning projects, based upon client scope
- Building and Maintaining Online Planrooms and Cloud Storage Platforms
- Major Clients include: ExxonMobil, Shell Oil, Southwest Airlines, Page Architects, Texas Children's Hospital, Gensler Architects, PBK Architects, ChevronPhillips

#### Cushing & Color Chicago – Chicago, IL

- CAD Document Controller and Planroom Manager - 2-Years
- Managed and maintained construction document sets for hundreds of active construction projects in the metro Chicagoland area
- Assembled, Printed and Validated Current Set distributions to a large number of General Contractors & Sub Contractors
- Archived completed projects with historical preservation of actual set development intact

### EDUCATION

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- College of St. Francis – Joliet, Illinois - 1994
- Bachelor of Arts Degree – Communications & Public Relations

## RESUME OF SARA RAMOS

Houston, TX  
(832) 443-5649  
sara.ramos@e-arc.com

### SUMMARY

Energetic and optimistic associate with the desire and drive to accomplish goals. 4+ years of Document Management & Image Capture experience, combined with programmatic skills for proper document data extraction for archival and document searchability requirements.

### SKILLS & ABILITIES

Large Format Scanners (Océ, Contex)	Capture Perfect Imaging Software
Small format Scanners (Cannon, Kodak, Fujitsu)	Next Image Capture Software
Image Profile Calibration Settings	PsiCapture Imaging Software
Document Preparation & Reassembly	Paperstream Imaging Software
Document Indexing Parameters	Microsoft Office Suite
Adobe Acrobat	Quality Assurance/Validation

### EXPERIENCE

#### ARC Document Solutions – Houston, TX - Archive Information Management (AIM) -

- Document Imaging Team, Production Supervisor – Supporting the AIM Manager (2+ Years)
- Archiving and Information Management
- Supervise 4+ employees for efficiency and maintain an environment of high moral
- Build databases for clients using PSiCapture software
- Normalize and Index information for easy data retrieval
- QA/QC every boxed document before sending project back to client
- Communicate/Coordinate processes with employees for faster production

#### Project Consulting Services - Houston, TX - Document Verification Technician

- Processed and filed field construction documentation and daily report
- Created and maintained document folders and structures
- Coordinated and managed document processing systems
- Reported document status and progress to Project Managers
- QA/QC documents and welds in the CATS and Epilogue Systems including NDE/NDT reports to lead technicians
- Communicated and Coordinated with Compliance to ensure all documents were up to code for clients
- Trained new document technicians in PSiCapture software and document processing as needed

### EDUCATION

- |                  |                                    |                |
|------------------|------------------------------------|----------------|
| • 2013 - present | University of Houston – Clear Lake | Houston, TX    |
| • 2010 - 2012    | College of the Mainland            | Texas City, TX |

### 7.3 Staffing Plan and Experience

Name	Role	Experience	Primary Work Assignment for the City of Austin Contract	Previous History
<b>Scott Scheuber</b>	Scanning Center Manager / General Project Manager	20 yrs. Experience	Project Launch, Workflow Development, Inventory Control, Scope Requirement Validation	Has fulfilled same requirements for all of ARC's major scanning projects located within Texas and Louisiana for the past 4 years.
<b>Sara Ramos</b>	Production Supervisor / Quality Controller	4+ yrs. Experience	Project Scheduling, Quality Assurance & Control Parameters, File Migration & Output Validation. Programmatic & Software Processing Controller	Has provided the same services on all projects that have processed through the Houston Scanning Center over the past 2 years, including projects for ExxonMobil, Shell Oil, ChevronPhillips, Page Architects, and Central Community School System.
<b>William Wolpert</b>	SF/LF Scanning & Indexing Specialist	15 yrs. Experience	SF/LF Image Capture & Indexing	Experience running all types of small format, large format, & book scanners as required. Well versed in indexing for both construction drawings, as well as small format documents & general office files.
<b>Kylie Nelson</b>	SF/LF Scanning & Indexing Specialist	4+ yrs. Experience	SF/LF Image Capture & Indexing	Experience running all types of small format, large format, & book scanners as required. Well versed in indexing for construction drawings, as well as small format documents & general office files.
<b>Ronnie Paladio</b>	LF Scanning & Indexing Specialist	12+ yrs. Experience	LF Scanning & Indexing	Has been a primary large format drawing specialist, focused on both printing & scanning construction & facilities drawings for 12 years.
<b>Orlando Montero</b>	SF Scanning & Indexing Specialist	13+ yrs. Experience	SF Scanning & Indexing	Has worked with printing, scanning, indexing, and general document management for small format documents since 1984.

## RESUME OF WILLIAM J. WOLPERT

Houston, TX  
(832) 475-1208  
wjwolpert@aol.com

### SUMMARY

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A demonstrated 15+ Year track record of progressive responsibilities and success in leading service and business office initiatives, promoting client issues resolution and designing and implementing effective scanning and training programs. Industry experience includes management, project management and process improvement, IT support, and technical and procedural education.

### SKILLS & ABILITIES

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Team Management / Process Analysis	Customer Service / Consumer Relations
Business Office Issues Resolution	Windows XP, 7, 8 & 10 / MS Office Products Document Imaging
PC Hardware / Application Support	Hyland OnBase / DEI Imaging Software
PSIGEN Imaging Software	

### EXPERIENCE

---

ARC Document Solutions – Archive Information Management (AIM) – Houston, TX  
Document Imaging Team, Evening Shift Supervisor

- Supporting the AIM Manager in processing and procedure design and customer service as well as retention of all client security and confidentiality agreements.
- Archiving paper copy including books, large scale maps and panels and standard files to electronic copy. Incorporating multiple image quality standards to suit customer needs.

Hospital Corporation of America – Shared Services Center (SSC) – Healthcare Revenue Cycle – Houston, TX  
Document Imaging and Mail Services Manager

- Managed 14 Document Imaging clerks and 4 Mail Services clerks.
- Facilitated team approach to design the scanning process. This approach encouraged team buy-in and was used as a model for other SSC's across the country.
- Designed matrix sorting process to speed up processing of mail into pre-packaged scan packets, resulting in decreasing process time to within 24 hours of receipt.
- Retained high level security status to comply with Federal HIPAA Regulations

### EDUCATION

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- LeTourneau University Longview, TX – Houston Campus  
Masters Degree, Business Administration (GPA 3.4)
- LeTourneau University Longview, TX – Houston Campus  
Bachelor of Science Degree, Business Management (GPA 3.9)

## RESUME OF KYLIE NELSON

Houston, TX  
kylie.nelson@e-arc.com

### SUMMARY

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My professional background has always included great customer service and great outcomes when it comes to project production and completion. I love to make sure that all professional requirements are met and that the client is always pleased with the deliverables produced from work that they have entrusted to me.

### SKILLS & ABILITIES

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Large Format Scanners (Océ, Contex)	Capture Perfect Imaging Software
Small format Scanners (Cannon, Kodak, Fujitsu)	Next Image Capture Software
Image Profile Calibration Settings	PsiCapture Imaging Software
Document Preparation & Reassembly	Paperstream Imaging Software
Document Indexing Parameters	Microsoft Office Suite

### EXPERIENCE

---

ARC Document Solutions – Archive Information Management (AIM) - Houston, TX  
Document Imaging Team, Scanning Specialist (3+ Years)

- Archiving paper copy including books, large scale drawings & maps, and standard files to electronic copy. Incorporating multiple image quality standards to suit customer needs.
- Indexing Specialist for large format drawings, and small format requested attributes
- Produced both On-Site Scanning projects at customer sites, as well as Off-Site projects at the Regional Scanning Center
- I used to be the primary employee to scan the large format images. Able to scan on different kinds of large format scanners as well as their programs.
- Assist with Quality Assurance Program / Project Specific QA/QC Verification
- Currently working on a project that requires maximum security for documents. Includes scanning under secure log in as well as keeping document boxes in a locked safe keep room.

### EDUCATION

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- University of Houston – Downtown - Core Curriculum Classes
- Houston Community College

## RESUME OF RONNIE PALADIO

Houston, TX

Houston.prod.dacoma@e-arc.com

### SUMMARY

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Have spent almost 20 years working with large format construction drawings, providing printed sets and scanning and archiving As-Built drawings for completed projects. Have a good understanding of AEC Drawings and how to index and sort them into proper searchable sets for easy access.

### SKILLS & ABILITIES

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Large Format Scanners (Océ, Contex)	Next Image Capture Software
Large Format Plotters (Océ, HP)	Document Preparation & Reassembly
Large Format Drawing Indexing Parameters	Microsoft Office Suite

### EXPERIENCE

---

ARC Document Solutions – Archive Information Management (AIM) - Houston, TX

Large Format Document Team Specialist: Printing & Scanning (3+ Years)

- Scanning Specialist for large scale construction drawings & maps
- Indexing of Construction Drawing Sets by standard AEC Attributes (Project Name, Issue Name, Date Issued, Trade Discipline, Designer, Sheet Number, & Sheet Description)
- Assembly of Current Drawing Sets for active projects
- Assembly of Historical Document Sets for archival project
- Knowledge of Large Format Océ Plotters & Scanners, and Contex Scanners

Williams Gas Pipeline - Houston, TX

Large Format Document Team Specialist: Printing & Scanning (16+ Years)

- Scanning Specialist for large scale pipeline site & construction drawings & maps
- Indexing of Drawing Sets as needed by Project Name, Issue Name, Date Issued, Sheet Number, & Sheet Description
- Assembly of Current Drawing Sets for active projects
- Assembly of Historical Document Sets for archival project
- Knowledge of Large Format Plotters & Scanners

### EDUCATION

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- High School Diploma – 1993

## RESUME OF ORLANDO MONTERO

Houston, TX  
orlando.montero@e-arc.com

### SUMMARY

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More than 30 years of expertise with large and small documents. Have been working with Small Documents since 1984, and Large Format Drawings since 2004.

### SKILLS & ABILITIES

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Large Format Scanners (Océ, Contex)	Next Image Capture Software
Small format Scanners (Fujitsu)	PsiCapture Imaging Software
Document Preparation & Reassembly	Adobe Acrobat
Document Indexing Parameters	Microsoft Office Suite
Quality Control Parameters	Multi-Function Copiers Maintenance
Large Format Plotters	Print Order / Document Distribution

### EXPERIENCE

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ARC Document Solutions – Archive Information Management (AIM) - Houston, TX  
Document Imaging Team, Document Management Specialist (13+ Years)

- Facility Coordinator, plotting and scanning high volume large and small documents, including color and black & white documents.
- Archiving documents including books, large scale drawings & maps, and standard files to electronic copy. Incorporating multiple image quality standards to suit customer needs.
- Indexing for large format drawings, and small format requested attributes
- Currently producing an in-house project that requires maximum security for the documents.

### EDUCATION

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- High School Diploma

# Tab 8

# Tab 9

## 9.1 Proposed Project Timeline

ARC Document Solutions has reviewed the Scope of Work for this project that the City of Austin is looking to have converted, and has compared those requirements to the listed probable document quantities:

- 700 boxes (2,500,000 small format images)
- 85,000 large format drawings
- 60,000 photographs

ARC Document Solutions proposes to process this collection of documents using an Off-Site Scanning Solution, by utilizing the resources currently available at our secure Document Scanning Center, located in Houston, Texas. (See Scanning Center Facility Features below)

As the City of Austin has stressed the importance of high-security, strong quality assurance & image verification, and having also stated that the document release protocols would be set in 3-week increments, ARC Document Solutions is proposing to complete this document conversion in a window of 36-40 weeks (9-10 months) to ensure the City of Austin that all facets of the Scope of Work are completed properly, and that the proper QC Review timeframe is being allotted for.

This would equate to approximately 52-55 boxes & 2,300 large format drawings per each 3-week production interval. This estimated schedule is based upon the limited number of files that have been viewed to date, and the requirements of the Scope of Work. Once production would begin and actual documents are being efficiently processed on a regular basis, it is possible that the production schedule for completion could be shortened by a matter of a few weeks.

## Tab 9.2 Overall Approach

### Pick-up and Delivery

ARC Document Solutions will utilize an unmarked cargo van or box-truck for all pickups & deliveries, which will be accompanied by an ARC employee, and will directly transport all documents between the City of Austin facility and the ARC Scanning Center. All Airport Safety & Security Protocols will be observed and followed. All transports will be set to a specific time schedule, and any unforeseen deviation of that schedule that might cause delays of greater than 30 minutes (heavy traffic, inclement weather, etc.) will be documented, and a notification will be provided to both the City of Austin Primary Contact and the ARC Project Manager.

As the document release protocols have been defined to be in 3-week increments, an initial Delivery Schedule will be provided upon award of the contract, listing specific dates and milestone markers to track the completion percentage of the project.



The initial Pickup will involve a small group of defined ARC production employees to be present at the City of Austin Facility to assist with the initial inventory process that will be implemented. This process includes the barcoding of document boxes, the packaging and tagging of large format drawing sets, the development of the Master Inventory Log (by barcode #) for both boxes and drawing sets, and the gaining of first-hand knowledge of how the current physical document collection is being stored, searched for, accessed, and for what benefit it is being converted. This initial knowledge-base will help instill a greater understanding of the project from the production standpoint, and provide a more personal ownership role of the project responsibilities for all involved.

For each pick-up & delivery, a packing slip of all inventoried items, and an updated copy of the Master Inventory Spreadsheet will be provided to the City of Austin.

Also, since the City of Austin has identified this project as being one of high-security, ARC Document Solutions will be using a combination of Secure Tape & Labels for sealing all boxes and drawing set transport bags prior to transport. This will add an additional level of security to the off-site scanning process by deterring any boxes be tampered with, outside of standard production.

Once the transported documents reach the ARC Scanning Center, they will be off-loaded and validated against the Packing Slip & Master Inventory Listing. The items will be examined for damage or evidence of any unauthorized tampering, and then loaded onto the processing shelves within the “Safe-Keep” Secure Storage Area.

### **ARC’s Secure AIM/Scanning Center**

ARC Document Solutions has developed its regional AIM Scanning Center in Houston to meet the needs of our clients with a much higher requirement for document security & secure processing. We frequently process numerous large scanning projects from all around Texas & Louisiana, and have worked with clients & their documents as far away as Canada.



Built as a secure environment within an existing ARC Reprographic Facility, the Scanning Center is designed to host projects for companies within the Oil & Gas, Education, Engineering, Transportation, Hospital and other major industries. ARC has designed the layout of the Scanning Center to accommodate security requests for both document storage and production of client records. These features include the following:

- Limited Pass-key Access, solid-core doors with magnetic locks are in place to for all entrances to the scanning center. All access is tracked by employee Pass-key, and any guests or clients entering the facility must register and be escorted through the facility at all-times.
- 24/7/365 Live & Recorded Video Surveillance of all entry doors and access points, monitored both onsite within the Scanning Center, as well as Off-Site by our IT Security Department.
- 24/7/365 Remote Monitored Police/Fire/Panic Alarm System with both Door and Glass Monitoring sensors. All Glass Windows are also protected with iron burglar bars for added protection.
- An Independent Secure Network that keeps the Scanning Center separate from the rest of the ARC Document Solution main network. Separate Secure Server Partitions can keep clients project records isolated from one another
- 2 levels of Internal Document Secure Storage are available for holding client records while awaiting production. This includes a separate “Safe-Keep” Storage area that has yet another layer of magnetic access doors with pass-key access for the most sensitive client documents.

## Overall Approach

ARC Document Solutions recognizes that the City of Austin, through the course of the Service Agreement, may have varying projects, each being uniquely different, or in some cases similar. ARC is also keenly focused on “Expectation Management”, working hard to ensure that our expectation for a successful project outcome closely aligns with our customer’s expectation for each project we execute.

Therefore, once presented with a specific project need or scope, ARC will develop a focused Work Statement for the project at hand, which would include a complete description of work to be performed including technical specifications for that project. In addition, the Work Statement would the schedules to include pick-up and deliveries for each segment of the project, schedules for periodic update meetings and communications, as well as staff assignments who would be responsible for the critical elements of each project. The Work Statement will outline the deliverables, as well as the methods and workflow to achieve a successful outcome for the project, including quality assurance controls and anticipated quality check procedures, and details relating to the project costs.

ARC Document Solutions spares no expense when it comes to staffing and equipping its AIM centers. We deploy the most sophisticated document scanners and processing software as part of our Quality Assurance Plan to ensure we achieve the highest quality results possible. In addition, we operate our facilities under a premise to eliminate human intervention wherever possible, because where we can eliminate human intervention we can minimize the risk of error.

As an example of our process control, we deploy a number of tactics to minimize or eliminate as much data entry as possible through the use of barcodes and databases. Utilizing barcodes eliminates the risk of error, as a barcode can either be read right or not read at all; where a human can error or transpose number and text when entering data via a keyboard.

As another example of our process control, we deploy sophisticated Image Processing and WorkFlow software that manages the Image Acquisition, Image processing, Indexing, Quality Control, and File Migration step within the Project Execution Plan. This software tracks each and every box, document and image throughout the workflow production, ensures that every image is processed in accordance with the specific workflow design, manages all the index data that is captured, applying specific rules for how the data is captured; and ensures that all output files are properly created and named. The software also creates the specific folder structure and naming as designed for the project. And finally, the software tracks and manages all QA and QC processes to ensure that no step inadvertently altered or omitted, and generates reports showing operational statistics for each project.

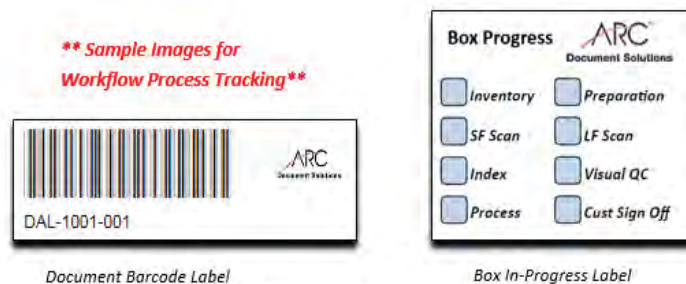
### 9.3 Quality Assurance/Quality Control Plan

ARC has QA & QC process built into almost every level of our production operation to ensure our outputs meet the highest industry standards. We follow standards and guidelines provided by American National Standards Institute (ANSI), National Archives of USA (NARA) and other professional agencies such as AIIM and ARMA. We also use DICE Target System, where applicable, recommended by the Library of Congress to ensure all our color scans meet their guidelines.

#### Inventory Quality Assurance Control

ARC Document Solutions begins its Quality Control at the initial Inventory Stage of the project. Proper identification of the quantity of documents that are to be processed is the first step in the conversion workflow. To ensure every record is accounted for, ARC uses a traditional barcoding system for identification, processing, tracking, and the validation of completion for any given record. These barcodes are tracked via a standard Excel spreadsheet which can easily be provided to the City of Austin upon request for all transportation shipments, in addition to the shipment packing slips.

The preprinted Box Barcodes and Drawing Set Barcodes are applied to all items being transported from the City of Austin storage facility to the ARC Scanning Center. This first level of identification assists with Chain-of-Custody tracking, content validating, and the resulting delivery verification. Progress Labels are also applied at this level to assist with visual tracking of items through the workflow process, and provide a secondary assurance that the records contained within have been properly completed and validated.



Once received at the Scanning Center, the contents of the boxes are then inventoried as well, by assigning sequential Folder-Level barcodes for each item within the box. This assures that each item is accounted for, is scanned in its original order, and no items are skipped during the process. It also allows for an easier QC Validation process when confirming the proper number of digital files produced per box (both in PDF and TIF formats).

## Image Quality Control

ARC utilizes only high-volume, high-efficiency production equipment within its AIM/Scanning centers. For all Large Format Drawings, we use a collection of Océ and Context scanners capable of capturing images up to 48" in width in either Black & White (1 bit), Grayscale (8 bit), or Full Color.

Our small-format scanners are required to meet certain professional standards, and possess specific features or functions, to allow us to programmatically generate the best possible digital output when processing a project. We utilize a collection of some of the top Kodak, Cannon, and Fujitsu scanner models available. These premium units include some of the following features:

- **Ultrasonic Double-Feed Detection** - Unlike multifunction copiers and low-end scanners, all our high-speed scanners possess a double-feed detection system, to guarantee that all documents are imaged and none are accidentally skipped. The systems emit an ultrasonic "ping" which penetrates through the paper being scanned to determine if more than one page is trying to pass through the scanner. If a double-feed is detected, the scanners stop the imaging process immediately and allow the technicians to correct the issue... then resume the image capture process.
- **Black-Back Scanners** - To minimize a "bleed-through" or "ghost" image from the backside of a page being scanned, we utilize scanners with a Black-Back to cancel out the unintended image and provide a higher quality scan.
- **Image Quality Parameter** - Sets a quality level that is compared to every image as it is captured to assure no low-quality images are produced. Questionable images are stopped and require the scanning operator to review and define the proper quality adjustment for the image.
- **Twin Cameras** - For high-speed, auto-feed imaging projects, we utilize scanners that can capture both sides of a page on a single pass through the scanner. This allows for a much higher image-per-minute count which can considerably shorten the completion time of a project.

We also utilize state-of-the-art image processing software to assist with image quality consistency. ARC technicians set predetermined parameters for each project, and the system will automatically compare the scanned image against those parameters within a split second. Any image that is found to be outside of the acceptable limits is automatically flagged and prompts the technician to manually correct the image so that it is within the acceptable ranges.

This includes tasks such as programmatic de-skewing (*correcting an image that is captured off center*), brightness/contrast levels, blank page identification, and Auto-Color Detection... a feature that determines if an image contains a certain level of color within the image.

Auto-Color Detection allows the user to capture Black & White images in a Black & White or Greyscale scan, but to automatically capture color images in Color when a predetermined color threshold is detected. This helps to ensure the document is captured as a true representation of itself.... something that might be of great importance if the document is ever to be entered as evidence during a legal matter.

Upon completion of a project, the software will calculate and report the total number of Color images versus Black & White images, helping to keep the overall costs of color scanning to its minimum actual level.

Scanner operators will also quality check all images during the capture process for visual accuracy and readability.


We will ensure:

- Everything in the source file is converted into digital format
- Images are in correct readable rotation
- Output images are in focus and properly aligned
- Image sizes are a correct 100% scale with no abnormal cropping
- Documents are scanned in the same order they have been received
- Proper capture of old & damaged documents
- Proper management of post-it-notes and small size documents

Operators perform quality control checks throughout the conversion process, comparing an individual scan to the original document to ensure there is no decline in quality. If for some reason a scanned image is not as clear as the original, our quality control inspectors will rescan the image to the highest attainable quality.

Our Supervisors also perform defined Project In-progress Inspections, validating that the digital file output specifications match the Scope of Work requirements for the project. Output matching Scope of Work requirements is passed through. Output found with minor issues are corrected, revalidated, and passed through.

However, any output with major issues, or items that could potentially affect additional records within the project would require a Non-Conformance Report (NCR) be filed and logged against the project. An NCR would define the cause of the non-conforming item, the method in which it will be corrected, and the Corrective Action that will be taken to ensure the issue will not replicate itself again for the remainder of the project. The NCR will require multiple signatures of both supervisors and managers to validate the resolution of the issue before it can be closed out.

AIM Center Houston		Quality Assurance Form: Project Inspection - Rev. 2017																									
		Page 1 of 2																									
<b>Scanning Project In-Progress Inspection</b>																											
Customer: _____		Project: _____																									
Barcode # Inspected: _____		Percentage Completed: _____																									
<table border="1"> <thead> <tr> <th colspan="3">Contracted Project Specs</th> </tr> <tr> <th>BBW</th> <th>Greyscale</th> <th>Auto Color</th> </tr> </thead> <tbody> <tr> <td>200</td> <td>300</td> <td>400</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Contracted Project Specs			BBW	Greyscale	Auto Color	200	300	400	YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Actual Project Specs</th> </tr> <tr> <th>BBW</th> <th>Greyscale</th> <th>Auto Color</th> </tr> </thead> <tbody> <tr> <td>200</td> <td>300</td> <td>400</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Actual Project Specs			BBW	Greyscale	Auto Color	200	300	400	YES / NO		
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Proper File Type		YES / NO																									
YES / NO		YES / NO																									
Proper Naming Convention		YES / NO																									
YES / NO		YES / NO																									
Proper Document Separation		YES / NO																									
YES / NO		YES / NO																									
NO Open NCR's		YES / NO																									
Comments: _____ _____ _____																											
Inspector: _____		Date: _____																									
Approved By: _____		Date: _____																									
																											

Project In-Progress Inspection Form

AIM Center Houston		Quality Assurance Form: Non-Conformance Report	
Any item affecting the processing performance of the entire project		Rev. 2017	
Inspection Date: _____		NCR Log ID #: _____	
Customer: _____		Project Name/Description: _____	
City Accepted: _____		Inspector: _____	
City Rejected: _____		Inspection Process Performed: _____	
Description of Non-Conformance: _____ _____ _____			
NCR Confirmed by: _____		Signature: _____ Date: _____	
Resulting Disposition: <input type="checkbox"/> Rescan <input type="checkbox"/> Repair/Repair Use "As Is" <input type="checkbox"/> Other		Modification to Project DocType	
NCR Dispositioned by: _____		Signature: _____ Date: _____	
Corrective Action: (What action is being taken to ensure this issue does not recur?) _____ _____ _____			
Corrective Action Completed By: _____		Signature: _____ Date: _____	
NCR Verified/Closed by: _____		Signature: _____ Date: _____	
			

Quality Assurance: Non-Conformance Report

## Indexing & Metadata Quality Control

Indexing and metadata capture is facilitated using of both a manual and programmatic process. For standard data entry, ARC's software allows for the definition of attribute fields per file to properly matchup the metadata to the images by listing the indexing requirements in one area of the screen, and showing the visual scanned image in the other area of the screen simultaneously. Some of these fields can be set up as database look-up fields that will return the proper data from an existing spreadsheet or database (eliminating the need for manual entry). Others can be defined as a "sticky" field, in which the data that is the same for consecutive files can remain populated with the same consistency and eliminate the need for re-indexing the same data repeatedly. This can reduce errors and keep a uniformity in the naming of the data. Occasionally some fields can programmatically be indexed using an OCR tool, which also helps with accuracy.

Once a batch of files is completed, the built-in QA steps in the software requires the technician to review the indexed data by providing a visual 1-to-1 view with the image, and a data view (spreadsheet-like view) of the data entered to look for anomalies, missing values, typos, etc. ARC also has available other standard programmatic tools such as Spell Check to assist with indexing validations.

## Output Validation Control

Upon final migration of a file, the output quantities are validated in a final QC Step. In the case of this pending project, the QC Validation will validate the actual number of files within the box, against the

actual number of TIF Files produced, against the actual number of PDF Files produced. This process ensures that all physical files have the proper corresponding digital files for all records, and when combined with the original Inventory log, confirms that all deliverables for all defined boxes and drawing sets are received.

Upon award of this project, ARC Document Solutions will define an official Quality Assurance Plan customized for the specific needs and requirements of the this project, as per the City of Austin's request.

We also welcome City of Austin to access and validate image & index samples during our document conversion process for audits and quality assurance. During this process the City may select random samples and verify index accuracy and image quality against the originals.

## 9.4 Equipment and Software

### *Large Format Equipment:*

<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>YEAR</b>
Oce	TDS-800	96101188	1999
Contex	4490	CH401300	2015

### *Small Format Equipment:*

<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>YEAR</b>
CANON	DR-X10C	ED301701	2014
CANON	DR-X10C	ED301821	2014
CANON	DR-G1100	GG304869	2011
FUJITSU	fi-6770	AAFDA01464	2014
FUJITSU	fi-6770	700333	2012
FUJITSU	fi-6770	700029	2012
FUJITSU	fi-6770	500453	2012
FUJITSU	fi-6770	500456	2012
KODAK	9090DC	3438-2681	2014
FUJITSU	SV600	AC6H004892	2015

### *SOFTWARE AVAILABLE:*

<i>NextImage Capture</i>	<i>Adobe Acrobat Professional</i>
<i>ScanSnap Capture</i>	<i>Adobe Photoshop CS</i>
<i>PaperStream Capture</i>	<i>Microsoft Office Suite (Word, Excel, Access, etc..)</i>
<i>PSICapture</i>	<i>FileRenamer</i>
<i>Capture Perfect</i>	<i>Dokmee Page Counter</i>

ARC Document Solutions has also created and utilizes its own custom designed software tools & programs for various applications within any given document conversion process. These tools are used to help automate various processes, and allow for additional programmatic processing where available, to increase production efficiency, and eliminate human intervention and the possibility of any human error.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: PAX014

SOLICITATION TITLE: Records Digitation – Electronic Conversion

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

**Offeror Information**

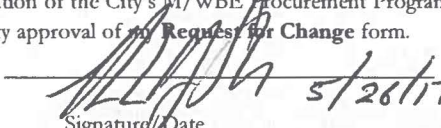
Company Name	ARC Document Solutions		
City Vendor ID Code	RID3954000		
Physical Address	4107 S. Capital of Texas Highway #400		
City, State Zip	Austin, TX 78704		
Phone Number	832-244-9791	Email Address	shane.herzog@e-arc.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

**Offeror Certification:** I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

**Shane Herzog/Regional Vice President**

Name and Title of Authorized Representative (Print or Type)

Signature/Date

 5/26/17

<b><u>Council Committee, Boards and Commission Action</u></b>	September 12, 2017 - Recommended by the Airport Advisory Commission on a 9-0 vote, with Commission Members John Walewski and Jeremy Hendricks absent at this vote.
<b><u>Client Department(s)</u></b>	Aviation.

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**Additional Backup Information:**

The contract will provide records scanning and electronic conversion services for the Aviation department paper-based document records. The contractor will convert paper documents into secure electronic files to better manage document record availability, search ability, and retention schedules. The paper documents have a permanent retention policy and several records are classified as vital records. These records only exist in paper format and are vulnerable to elements (fire, water, humidity, etc.) that can destroy or compromise the integrity of the record.

This contract will replace the previous contract that expired on October 16, 2015. The previous contractor completed 15 percent of the scanned documents as required by the previous contract. This contractor will complete the remaining 85 percent as well as the estimated 700 boxes of related documentation.

An evaluation team with expertise in this area evaluated the offers and scored ARC Documents Solutions, LLC. as the best to provide these services based on cost, project solutions, prior experience and references, personnel and project management structure and local business presence.

This request allows for the development of a contract with a qualified offeror selected by Council. If the City is unsuccessful in negotiating a satisfactory contract with the selected offeror, negotiations will cease with that provider. Staff will return to Council so that another qualified offeror may be selected, authorizing new contract negotiations.

Per Local Government Records Act of 1989 (Chapter 201 to 205, Local Government Code), the City must ensure that its records are preserved and accessible throughout the designated retention periods. The conversion of these records along with storing the images and related metadata in the City's electronic document management system will assist Aviation to be in compliance with State regulatory compliance requirements of protecting its vital and permanent records. This conversion process will also enhance Aviation's business continuity and disaster recovery efforts.

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Sai Purcell/512-974-3058	<b>PM Name/Phone</b>	Diana Health/512-530-7204
<b>Sponsor/User Dept.</b>	Aviation	<b>Sponsor Name/Phone</b>	N/A
<b>Solicitation No</b>	PAX0142	<b>Project Name</b>	Records Digitation - Electronic Conversion
<b>Contract Amount</b>	\$300,000 annually	<b>Ad Date (if applicable)</b>	04/17/17
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Digitizing records services (paper, Mylar, and Vellum) including large-format drawings, reports, minutes, manuals, personnel files, and other similar documents			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
IFB-BV PAX0217. No Goal			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
92030 98%, 96224 2%.			
Sai Purcell		04/06/2017	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	4/10/2017	<b>Date Assigned to BDC</b>	4/10/2017
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- ☒ Insufficient availability of M/WBEs  
☒ Insufficient subcontracting opportunities  
☐ Sufficient availability of M/WBEs  
☐ Sole Source

- ☐ No availability of M/WBEs  
☐ No subcontracting opportunities  
☐ Sufficient subcontracting opportunities  
☐ Other

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

4 certified firms for main scope, 0 certified firms for other scope.

### Subcontracting Opportunities Identified

There are insufficient subcontracting opportunities.

Cassidy Villegan

**SMBR Staff**

**Signature/ Date**

4.11.17

**SMBR Director or Designee**

**Date**

4-13-17

**Returned to/ Date:**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: PAX014

SOLICITATION TITLE: Records Digitation – Electronic Conversion

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
- b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer

☒ **YES, I DO intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	DocuLynx, Inc.		
City Vendor ID Code			
Physical Address	1200 Gambrel Suite 104		
City, State Zip	Arlington, TX 76014		
Phone Number	469-438-5112	Email Address	lorenzo.daniel@doculynx.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p> <p>LoRenzo Daniel/Business Dev. Exec. <span style="float: right;"><i>LoRenzo</i> 6/3/17</span></p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: PAX0142

SOLICITATION TITLE: Records Disposition – Electronic Conversion

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
  
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
  
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: PAX0142

SOLICITATION TITLE: Records Digitization – Electronic Conversion

*(Offerors may duplicate this page to add additional Subcontractors as needed)*

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	VS0000027049
Contact Person	Bill Forrester Phone Number: 512-647-8233
Additional Contact Info	Fax Number: E-mail: bill@austinstaffing.net
Amount of Subcontract	Up to 75%
List commodity codes & description of services	Document Prep and Scanning
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date