

Agenda Management Software

2018-36



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Timothy Daubert
Councilmember Luis Collazo
Councilmember Caesar Mestre
Councilmember Marilyn Ruano
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT made this 7th day of December in the year 2018 ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and eSCRIBE Software Ltd., hereinafter called the "Contractor," having a principal office at 204-60 Centurian Drive, Markham, ON L3R 9R2.

RECITALS

WHEREAS, the Town issued Request for Proposals ("RFP") No. 2018-36 for Agenda Management Software on July 30, 2018; and

WHEREAS, Contractor submitted its response to the RFP by the required deadline on August 23, 2018; and

WHEREAS, an Evaluation Committee charged with the evaluation and ranking of proposals received for the RFP ranked Contractor's proposal as the highest scoring proposal, and therefore, the best value to the Town; and

WHEREAS, the Town Manager concurred with the recommendations of the Evaluation Committee and recommended award of a contract to Contractor on October 30, 2018 for the procurement of agenda management software and subsequent maintenance and support for said software; and

WHEREAS, the Town Council agreed with the recommendations of the Town Manager, approving the award of a contract to Contractor on December 4, 2018; and

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. **Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. **Additional Services** means any Services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. **Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. **Basic Services** means those services designated as such in the Agreement.
- e. **Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. **Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.

- g. Cure** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. Days** means calendar days unless specifically stated otherwise.
- j. Errors** means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- l. Project Manager** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- m. Scope of Service(s)/Work** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- n. Services or Work** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- o. Town Council** means the legislative body of the Town of Miami Lakes.
- p. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- q. Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- r. Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- s. Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Proposal submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Town Manager or designee.

A2.04. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and the

and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manger will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.08. Nondiscrimination, Equal Employment Opportunity, and Americans With Disabilities Act

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

A2.09. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership. or credit.

A2.10. Defense of Claims

Should any claim be made or any legal action brought in any way relating to the Work under the Agreement, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

A2.11. Contract Extension

The Town reserves the right to require Contractor to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

A2.12. Invoicing

Contractor shall invoice the Town at a frequency no greater than once per month for uncompensated Work completed prior to the invoice date. In the case of software licenses and subscription fees, invoices may include advance payments next applicable term. At a minimum any submitted invoice must contain the following information for proper processing:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with Exhibit C, Subscription Agreement, and the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town except in the case of software licenses or subscription fees and associated services as defined in the eSCRIBE Subscription Agreement. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Agreement shall be made upon that basis.

A3.06. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

A4. Default

A4.01. General

hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. If the Town terminates this Agreement before the end of Term for any reason other than for a breach of this Agreement on the part of the Contractor, the Town shall be liable for a termination penalty amounting to 35% of the remaining annual fees, item 3 of Exhibit A, Fee Schedule, due to the end of the Agreement if terminated in the first year, 15% of the remaining annual fees if terminated in the second year, and 15% of the remaining annual fees if terminated in the third year of the Agreement. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

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

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice subject to the termination penalty provided for in Section A5.01..

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or

A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Contractor shall ensure that public records that are exempt or confidential and exempt from

duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.

- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

A7.03-4. Errors & Omissions Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising out of or in association with an error or omission in the rendering of or failure to complete and provide the Services set out in this Agreement. Coverage must be afforded on a primary and non-contributory basis without restrictive endorsements. The limit of liability shall not be less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate. Coverage under the policy must respond to, but not be limited to the following occurrences:

- (i) Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include

- including defense of any regulatory action involving a breach of privacy;
- (ii) Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within Contractor's computer network or other third-party computer information systems and will further include expenses related to third party computer forensics;
 - (iii) Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - (iv) Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by Contractor;
 - (v) Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - (vi) Coverage for damages resulting from dishonest and criminal acts committed by an employee of Contractor

A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.06. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right, which may arise out of the performance of this Agreement as a result of any intentional act, negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

Notwithstanding anything to the contrary, Contractor shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware, or other materials not furnished or approved in writing by Contractor if such infringement would have been avoided without such software, hardware, or other materials.

In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by the Contractor, to infringe or potentially infringe a third party's rights, Contractor shall, with prior notice to the Town, (1) modify, at Contractor's sole expense, the Service to be non-infringing, provided that such modification does not adversely affect the Service as set out in this Agreement; (2) obtain for the Town the right to continue using the Service in its current state at no additional cost to the Town; or (3) if Contractor determines that neither of the foregoing options are reasonably available, Contractor may terminate this Agreement with notice to the Town and refund any prepaid fees to the Town for which it has not received Services.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed,

party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that an assignment for the benefit of creditors will each be deemed a transaction that would constitute an assignment hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

Alex Rey
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

With a copy to:
Thomas Fossler
Chief Procurement Officer
At the same address as above
fosskert@miamilakes-fl.gov

For Contractor:

Office of the President
eSCRIBE Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of

of this Agreement, then the term, statement, requirement, or provision contained in this Agreement will prevail over any document or exhibit incorporated by reference and be given effect.

A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

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

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. Overview

The Town requires a certified software provider for agenda management software. Desired qualifications include, but are not limited to, a single system developed and supported by a sole vendor or team offering all elements necessary to meet the requirements outlined in this RFP; experience with integrating the proposed solution with third party applications to maximize usefulness of the proposed solution; and a scalable solution to meet the expanding needs of the Town.

B2. Statement of Work

The Town requires a qualified software provider to provide for the integration of the Town's agendas, meeting minutes, and meeting videos on the Town's website and livestreaming services, including live closed-captioning. The Successful Proposer must provide every mandatory element of the agenda management software described in detail below. The Town has also included a list of elements of the agenda management software that are preferred, but not mandatory. Preferred elements, if provided in the Successful Proposer's Proposal, will be considered as included in the cost of the software solution and will be incorporated into the Statement of Work.

B2.01. Item Preparation by Department

B2.01-1. Mandatory

1. Provide standard Word templates for drafting staff reports, resolutions, and ordinances.
2. Agenda templates should include preloaded drop-down designation and an option to edit these designations, such as being able to minimize manual data entry using a feature such as drop-down tables, type-ahead, check, boxes, auto-populate, etc.
3. Agenda templates should include a checklist of standard items, such as roll call, public hearings, voting requirements, presentations, etc.
4. Provide spell check.
5. Allow attachment of files in various formats and from various drives and locations, such as Laserfiche.
6. Create electronic versions of paper documents for item submittal.
7. Allow for an unlimited number of meetings to be added and managed by the system workflow prior to item submittal.
8. Ability to accommodate meetings within a meeting, such as an Executive Session.
9. Provide for inter-departmental review in the workflow prior to item submittal.
10. Ability to support simultaneous multiple-user access to all components of the agenda.

B2.01-2. Preferred

1. Login security should use the user's Windows account ID and password, seamlessly for an auto-login capability.

B2.02. Item Submittal by Department

B2.02-1. Mandatory

2. Use for multiple meeting types, such as Regular Council Meetings, Special Call Meetings, Workshops, etc.
3. Allow advance scheduling of recurring items.
4. Provide a simple user-friendly interface for submitting items.
5. Allow for supplemental items to be submitted and included in the agenda, especially during the period in which the agenda has been generated but before the meeting starts.
6. Allow to submit supplemental backup materials for agenda items for review after the agenda was published, but before the meeting.
7. No limit in the type of electronic files that can be attached. These file types include at least text, graphics, word processing applications, spreadsheets, acrobats, HTML, and photos. Support for other digital media such as visual files should also be supported.
8. Allow agenda items to be moved with all associated attachments from one agenda to another.

B2.02-2. Preferred

1. Provide a central point for handling and documenting tasks relating to an item, such as sending a notice of public hearing for publication 30 days before the meeting, submit a PowerPoint for presentation during a meeting, publish a notice to proposer after the Council adopted the plan, etc.
2. Allow to input follow-up instructions for use after meeting.

B2.03. Workflow Design

B2.03-1. Mandatory

1. Customize workflow specific to each meeting body (workflow to be created and defined by the Town.)
2. Allow reviewers enough flexibility to modify/override the workflow (if a reviewer goes on vacation, reviewer should be able to delegate his/her duties to another person.)
3. Restrict access to items being reviewed.
4. Allow the withdrawal of document to any step of the workflow.
5. Allow the withdrawal of an agenda item from the workflow.
6. Allows for future redesigns of workflow.

B2.04. Notification

B2.04-1. Mandatory

1. Use email to notify departmental reviewers during item preparation.
2. Use email to notify the Town Clerk upon item submittal.
3. Use email to notify reviewers to review items.
4. Use email to send reminders to appropriate staff to facilitate workflow (reviewer receives message to review an item after a number of days.)
5. Ability to track the status of each agenda.

B2.04-2. Preferred

1. Notify administrator if a reviewer or delegate in a defined workflow is no longer in Active Directory.

B2.05. Review and Approval

B2.05-1. Mandatory

1. Show comments and track changes on documents in different file types.
2. Allow reviewers to see pending items for review and allow the user to decide which items they would like to access.
3. Ability to see the status of any item and graphically view where it is at in the workflow process at any given point.
4. Provide automatic notification when a document is revised.

B2.05-2. Preferred

1. Document approvals on final items (insert an approval code, apply an electronic or digital signature.)
2. Support electronic signatures.

B2.06. System Support

B2.06-1. Mandatory

1. Software support should be available and provided by the vendor via telephone during the Town's business hours and backed by an online support personnel available during off-peak hours. It is important to have support personnel available for questions during the days the agenda is being generated.
2. Timely response to all technical inquiries.
3. Provide updates to technical documentation as these items are developed.
4. Provide training options to users (both initially and follow-up.)
5. Repair of all bugs discovered during the support period.
6. Provide updates at no cost to the Town to technical documentation as these items are developed.

B2.07. Monitoring and Tracking

B2.07-1. Mandatory

1. Allow users to see status of submitted items by department, meeting date, etc.
2. Allow Clerk/Agenda Coordinator to move an item from one meeting to another.

B2.07-2. Preferred

1. Allow users to see preliminary meeting agendas.

B2.08. Publication

B2.08-1. Mandatory

1. Allow moving items on agenda prior to publication.
2. Allow drafts to be created.
3. Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc.

6. Link agenda item title on short agenda to item in agenda packet.
7. Insert page numbers.
8. Amend an agenda after publication (e.g. add an item to a published agenda.)
9. Publish automatically to multiple locations (e.g. website, Laserfiche repository.)
10. Publish to different media for distribution (e.g. iPad.)
11. Ability to download a copy of a meeting with all the supporting material to a folder providing for easy off-line access.
12. Provide the ability to download the agenda to any mobile device such as iPad or smartphone.
13. Ability to create a table of content for the agenda.
14. Provide bookmarks in the PDF agenda packet to allow users to jump to relevant items in the packet.
15. Ability to convert the final agenda to PDF and Word files.
16. Provide live-closed captioning in accordance with WCAG2.0 AA.

B2.08-2. Preferred

1. Capability to allow versioning of agendas and agenda items; allows process steps such as draft, revision and final agenda.
2. Assemble all items with different file types into a final agenda.
3. Amend an agenda after publication (e.g. add an item to a published agenda.)
4. Notify interested parties when certain subjects are on the agenda.
5. Ability to notify Councilmembers, board members, and the public of agenda and packet availability.
6. Ability to automatically notify the public when changes are made to an individual agenda item.

B2.09. Meeting Minutes/After-Action

B2.09-1. Preferred

1. Real-time record of notes.
2. Allow Clerk's staff to enter multiple motions for a single item, including substitute motions.

B2.10. Follow-up and Research

B2.10-1. Mandatory

1. Maintains and makes available history of all agendas items.
2. Allows users to search and access past items by keywords, dates, project manager, etc.
3. Provides the capability to prepare meeting minutes/after-actions (records motions, votes, etc.)
4. Provide for search of agenda items, full text or metadata.
5. Ability to OCR documents in order to allow search of text within documents.
6. Ability to print any search result.
7. Allow searches by date and/or within date ranges.
8. Support grouping and searching documents based on metadata content.
9. Ability to search for records related to vote (e.g. how many times a Councilmembers/Mayor voted Yes, No abstained, etc.)
10. Ability to search for records regarding meeting attendance (list meeting in which a Councilmember/Mayor was absent)

B2.10-2. Preferred

1. Provides post meeting capability for tracking, numbering and signing of documents.
2. Notify staff regarding actions following meeting (e.g. notify selected staff members about the Town Council action on an item.)
3. Notify staff regarding tasks following meeting (e.g. notify item originator to submit a notice for publication, notify item originator to submit original agreement to the Town Clerk after obtaining signature from the outside party.)
4. Provides the capability to prepare meeting notes (e.g. the offline agenda version should allow each user to make notes for each agenda item; the proposed solution should provide the ability to make notes on agenda items on mobile devices.)
5. Search on agenda title, agenda content, supporting materials content, supporting material annotations.
6. Public can search meeting agenda, minutes/after-actions and associated documents simultaneously.
7. Return list of all search results with links to the agenda item and supporting documents within the respective agenda.
8. Ability to use workflow post meeting for tracking, numbering and signing of documents.

B2.11. Document Management

B2.11-1. Mandatory

1. Export selected files to Laserfiche for archive.

B2.11-2. Preferred

1. Prepare follow-up legislative documents from files submitted with item.

B2.12. Reports

B2.12-1. Mandatory

1. Ability to support flexible user-friendly query capability based on user-defined criteria.
2. Ability to print reports.

B2.12-2. Preferred

1. Generate calendar of scheduled items on future agendas by date range, departments, etc.
2. Generate statistical and performance reports (e.g. tabulation of agenda items for reimbursement claims, tabulation of agenda items by departments for cost allocation studies, and other reports.)
3. Ability to export reports to Microsoft Excel and Word.

B2.13. System Technology

B2.13-1. Mandatory

1. Ability to integrate with electronic document management systems for seamless depositing of final agendas into the archive (currently running Laserfiche/Weblink.)
2. Ability to integrate with Folio system currently utilized by the Town.

5. Provide adequate security to safeguard documents, processes and existing data from non-administrative users.
6. Ability for system/database to be hosted locally on company's network.
7. Technical support provided with software.
8. Upgrades included in the maintenance price.
9. Ability of system to time out users due to inactivity of their client connection (admin configurable time limits.)
10. Ability of system to lock files as they are edited to avoid revision contention issues.
11. Allow off-line editing/reviewing of documents to be later resynchronized and resume workflow.
12. Allow remote access.

B2.13-2. Preferred

1. Software should have a SharePoint interface capability.
2. Single Sign-On through Active Directory Services.
3. Able to integrate with Microsoft Exchange.

B2.14. Video Capture and Encoding

B2.14-1. Mandatory

The Proposer shall provide live streaming services including, but not limited to, live streaming of the video feed to the Town's website, to various social media platforms such as Facebook, Twitter, and others, and live video directing. Proposer shall be responsible for remotely directing all camera feeds to capture and record the meeting as it is in progress. Live streams should be compatible across different platforms and operating systems. This includes devices based on Microsoft Windows, Apple MacOS, Apple IOS, Android, and Linux. Browser support includes Chrome, Internet Explorer, MS Edge, Safari, Firefox, and Opera.

B2.15. Video Archiving

B2.15-1. Mandatory

The Proposer shall archive meeting audio and video recordings for up to five (5) years. These recordings should be available on the Town's website and playable on-demand for residents.

B2.16. Indexing and Cross Linking

B2.16-1. Mandatory

The Proposer shall index and annotate the published meetings by adding jump-to points with specific item headings to give users the flexibility to find content easily. Jump-to points must provide for the ability to view video of Council discussion on individual items by searching for or clicking said items. Item headings must correlate with the meeting's agenda (i.e. Public Comment, Consent Calendar, Resolutions, Ordinances, Manager's Report, etc.).

B2.17. Real-time Closed Captioning

B2.17-1. Mandatory

The Proposer shall provide real-time closed captioning services for live streams utilizing a real-

possible with the live video streaming. Live closed captioning must have a 95% accuracy rate or better.

B3. Transition

At the discretion of the Town, the selected Proposer shall coordinate and transition the Services from the incumbent vendor to its system within a timeframe to be agreed upon between the Town and the selected Proposer. Proposer must ensure a complete data conversion from the incumbent vendor to the selected Proposer's platform. The Town requires that all historical data (past agendas currently available online) continue to be available to the public through the selected Proposer's platform. The selected Proposer shall not receive compensation for this transition and shall be limited to the fees provided in its Proposal.

B4. Contract Term

The Term of this Agreement shall be for three (3) years commencing on the effective date of the Agreement.

At the conclusion of the initial term and each subsequent term, this Agreement will auto-renew for subsequent one-year terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability of funds, unless the Town, by action of the Town Manager, provides written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current term. Notwithstanding any provision to the contrary, there shall be no termination penalty for not renewing this Agreement.

B5. Compensation

For services rendered, the Town shall pay the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement. Pricing shall remain firm for the initial term of the contract.

For subsequent terms, Contractor may request a price adjustment by an amount commensurate with the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All items), for the Miami-Ft. Lauderdale area, as published by the Bureau of Labor Statistics, U.S. Department of Labor, provided however, that in no event shall adjustments be greater than five percent (5%) of the previous year. Any price adjustment must be fully documented and submitted to the Town at least sixty (60) days prior to the end of the then-current term. Failure to submit a price adjustment request at least sixty (60) days prior to the end of the then-current term shall constitute a waiver of this provision and the then-current pricing shall govern the subsequent term if renewed.


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

eSCRIBE Software Ltd.

Signature


Signature

Print Name, Title

Ribert Treumann, CEO.
Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)


ATTEST:

Town of Miami Lakes, a municipal corporation of the
State of Florida

For:




Gina Inguanzo, Town Clerk



Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Raul Gastesi, Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

EXHIBIT A – FEE SCHEDULE

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1	<p style="text-align: center;">SOFTWARE ACQUISITION & IMPLEMENTATION</p> <p>Software Cost to include software module fees and any other expense related to the acquisition and implementation of the software.</p>	EA	\$12,000.00	1	\$12,000.00
2	<p style="text-align: center;">VIDEO CAPTURE DIRECTING, LIVE STREAMING, INDEXING, CLOSED CAPTIONING</p> <p>Specify which:</p> <p style="padding-left: 20px;"><input type="checkbox"/> Live Transcriber or</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Real-Time Encoder</p>	EA (Meeting)	\$600.00	105	\$63,000.00
3	<p style="text-align: center;">YEARLY ALL-INCLUSIVE FEES</p> <p>All-Inclusive Yearly Fees for Five Years, including Maintenance, Support, Licenses, etc.</p>	EA (Year)	\$24,500.00	3	\$73,500.00
4	<p style="text-align: center;">ONSITE TRAINING (1 DAY MINIMUM)</p> <p>Train-the-Trainer Training (up to 12 individuals) – 1 day minimum</p>	EA	\$1,750.00	1	\$1,750.00
	TOTAL COST				\$150,250.00

EXHIBIT B – CONTRACTOR’S PROPOSAL

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1. Company Declaration

a. Form CPD, Company Declaration

eSCRIBE Response: Form CPD has been completed, signed and attached below.

MIAMI LAKES
Growing Beautifully

Company Profile and Declaration

Solicitation Name: Agenda Management Software

Solicitation Number: RFP No. 2018-36

Submitted By: eSCRIBE Software Ltd.

(Respondent Firms' Legal Name)

eSCRIBE Software Ltd.

(Respondent D/B/A Name, if used for this Project)

Rob Treumann

(Name and Title of Officer Signing the Submittal for the Respondent)

Nathan Tolkin

(Contact Name, if different from Officer)

60 Centurian Dr #204

(Street Address)

Markham, Ontario

(City/State/Zip Code)

ntolkin@escribemeetings.com

(Email Address)

888-780-5867

(Phone Number)

Declaration

I, Rob Treumann hereby declare that I am the

Print Name

President of eSCRIBE Software Ltd.

Title

Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

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The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication or agreement, for the purpose of restriction of

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the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Toronto, Ontario County, State of Canada on August 13th
2018.

Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 15:51:52 -04'00'

Signature

Rob Treumann

Print Name

Subscribed and sworn to before me this 18th day of August, 2018.


Samatha Sonshine Digitally signed by Samatha Sonshine
Date: 2018.08.13 15:52:10 -04'00'

Signature

Samantha Sonshine

Print Name

(Notary Seal/Stamp)



2. Qualifications of the Proposer

a. Form CQQ, Company Qualifications Questionnaire

eSCRIBE Response: Form CQQ has been completed, signed and attached below.

b. Statement attesting that agenda management software is ADA compliant.

eSCRIBE Response: eSCRIBE software is a fully ADA compliant solution, eSCRIBE can provide a detailed accessibility document on request and looks forward to our demonstrating ADA compliance technology if selected as part of the shortlist presentations.

Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

15

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

N/A - Ontario, Canada Registered Corporation Oct 1st 2003.

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company:

a. FEIN/EIN Number: Canadian Corporation N/A

b. Dept. of Business Professional Regulation Category (DBPR): Canadian Corporation Not Applicable

i. Date Licensed by DBPR: Canadian Corporation Not Applicable

ii. License Number: Canadian Corporation Not Applicable

c. Date registered to conduct business in the State of Florida: Canadian Corporation Not Applicable

i. Date filed: Canadian Corporation Not Applicable

ii. Document Number: Canadian Corporation Not Applicable

d. Primary Office Location: Markam, Ontario, Canada

Meeting Management Software Development and Sales

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f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

Rob Treumann - President - 50%

Paul Mackin - VP Sales - 50%

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

N/A

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c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
<u>Rob Treumann</u>	<u>- President</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Paul Mackin</u>	<u>- Vice President</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<u> </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<u> </u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: 28
- b. Total No. of Managerial/Admin. Employees: 6

5. Employer Modification Rating: N/A

6. Insurance Information:

a. Insurance Carrier name & address:

Bearly Canada Ltd, Commercial General Liability.
policy #: 17600292

b. Insurance Contact Name, telephone, & e-mail:

info.canada@bearly.com
55 University Ave, Toronto, On, Canada 416-601-2155

c. Insurance Experience Modification Rating (EMR): Canadian Insurer EMR NA
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

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If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Project Management & Subcontract Details:

a. Name the Account Manager ("AM") for this Contract:

N/A

b. How many years has the AM been with the Company: N/A

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c. List all the AM's licenses & certifications:

N/A

d. List the last five (5) projects the AM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

N/A

e. List all Subcontractors that will work on this project:

Company Name

Role

None

f. Scope of Actual Work to be performed by your company

None

14. Current and Prior Experience:

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts,

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b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address, and contact person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CR for its references.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By: Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 16:01:11 -04'00'

Signature of Authorized Officer

Rob Treumann

Printed Name

August 13th 2018

Date

3. Qualifications and Experience of Personnel

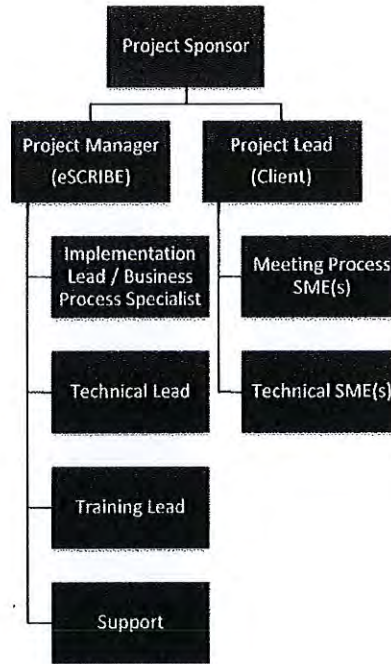
a. Form KS, Proposer's Team & Key Staff

eSCRIBE Response: Form KS has been completed, signed and attached below.

b. Resumés for each Key Staff member

Name/Role	Experience
Andrew Smith, Project Advisor	<ul style="list-style-type: none">• Joined eSCRIBE in 2008• Bachelor's Degree in Computer Science• Original eSCRIBE Architect and Developer• Serves as project advisor on high profile or complex implementations including:<ul style="list-style-type: none">○ Town of Richmond Hill○ Town of Markham○ Strathcona County○ City of Calgary
Jeff Hardy, Project Manager	<ul style="list-style-type: none">• Joined eSCRIBE in 2012• PMI Certified Project Manager• Serves as Project Manager on large implementation projects including:<ul style="list-style-type: none">○ City of Hamilton○ Toronto District School Board○ City of London○ City of Vaughan
Christopher Phagoo, Business Analyst and Account Manager	<ul style="list-style-type: none">• Joined eSCRIBE in 2010• Diploma in Digital Media• Serves as both business analyst and post "go live" account manager on a number of projects including:<ul style="list-style-type: none">○ City of Burlington○ City of Hamilton

c. Organizational Chart



Role	Responsibility	Skills Required/Experience
Project Manager/Project Advisor (eSCRIBE), Andrew Smith	Overall responsibility for eSCRIBE team performance and ensuring that the project provides the anticipated business benefits to the CLIENT.	Management authority
Project Manager/Implementation Lead (eSCRIBE) Jeff Hardy	Overall eSCRIBE implementation lead (requirements, configuration, training), resource schedule control, escalation and issue log	eSCRIBE subject matter expert, meeting process expertise, project management, training
Business Analyst (eSCRIBE) Chris Phagoo	Gather and analyze business process information complete and maintain project artifacts and documents	Business analytics, UML
Technical Analyst	Gather and analyze	Systems and eSCRIBE technical

	<p>project artifacts and documents,</p> <p>eSCRIBE Installation, configuration and testing</p>	
<p>Post Go Live Support Specialist (eSCRIBE)</p> <p>Chris Phagoo</p>	<p>Go To resource for client team in terms of initial production meetings</p>	<p>Subject matter expert on agenda, report and minute preparation.</p>
<p>Training (eSCRIBE)</p> <p>TBD – based on final project schedule.</p>	<p>Training Instructors</p>	<p>Subject matter experts on various aspects of eSCRIBE use and operation in a production environment</p>

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3. In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

eSCRIBE has pre-assigned a specific technical team with the exact skill and experience

required to meet the project objectives of the Town of Miami Lakes. eSCRIBE's

departments are made up of multiple members each with equal qualifications and skill set.

Therefore, eSCRIBE has the personnel resources to accommodate any substitution either

unexpected or specifically requested. eSCRIBE also has the resources to

assign Director and VP level project personnel in the unlikely event is it required.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.16 15:07:06 -04'00'

Signature of Authorized Officer

August 13th 2018

Date

Rob Treumann

Printed Name



4. Past Performance and References

a. Form CR, Client References

eSCRIBE Response: Form CR has been completed, signed and attached below.

Experience of Proposer Questionnaire

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost within the last five (5) years to meet the minimum requirements of the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.

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Vendor Reference Form

Reference #1 (required)

Proposer's Name: eSCRIBE Software Ltd.

Reference's Name: Livingston County

Address: 304 E Grand River Ave Suite 202

Name of Project: Livingston County eSCRIBE Implementation

Contact Person (Name/Title): Diane Gregor - IT Manager

Contact Telephone #: (517) 540-8807 Contact E-Mail Address: dgregor@livgov.com

Location of Services: 304 E Grand River Ave Suite 202

Initial Contract Value: \$ 22000 Final Contract Value: \$ 22000

Is the Contract still active?: Yes No Number of Change Orders: 0

Start Date: 11/2017 Completion Date: NA - Currently Active

Brief description of the scope of work performed for this reference:

Livingston County has implemented eSCRIBE for its board and committee meeting, Livingston Leverages our Meeting Manager Report Manager, Internet Publishing and is using our iPad application for elected officials in council meetings

FOR OFFICIAL USE ONLY

Attempt 1 _____

Time and Date

Message Left

Verified

Attempt 2 _____

Time and Date

Message Left

Verified

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Vendor Reference Form

Reference #2 (required)

Proposer's Name: eSCRIBE Software Ltd.

Reference's Name: Strathcona County

Address: 2001 Sherwood Drive, Sherwood Park, Alberta

Name of Project: Strathcona County eSCRIBE Implementation

Contact Person (Name/Title): Jeremy Tremblett - Legislative Officer

Contact Telephone #: (780) 410-8577 Contact E-Mail Address: jeremy.tremblett@strathcona.ca

Location of Services: 2001 Sherwood Drive, Sherwood Park, Alberta

Initial Contract Value: \$ 69500 Final Contract Value: \$ 69500

Is the Contract still active?: Yes No Number of Change Orders: 0

Start Date: 12/2016 Completion Date: NA - Active Contract

Brief description of the scope of work performed for this reference:

Strathcona County, has been leveraging eSCRIBE local version since 2013 and migrated
to our cloud version in 2016 Currently they use eSCRIBE for all council and committee meetings, Report
generation and workflows, webcasting, with full integration into meeting artefacts,
internet publishing of all meeting documents and our iPad professional Application for all councilors

FOR OFFICIAL USE ONLY

Attempt 1 _____

Time and Date

Message Left

Verified

Attempt 2 _____

Time and Date

Message Left

Verified

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Vendor Reference Form

Reference #3 (required)

Proposer's Name: eSCRIBE Software Ltd

Reference's Name: Town of Richmond Hill

Address: 225 East Beaver Creek Road Richmond Hill Ontario

Name of Project: Town of Richmond Hill leSCRIBE implementation

Contact Person (Name/Title): Gloria Collier - Deputy Town Clerk

Contact Telephone #: (905) 747-6363 Contact E-Mail Address: gloria.collier@richmondhill.ca

Location of Services: 225 East Beaver Creek Road Richmond Hill Ontario

Initial Contract Value: \$ 36000 Final Contract Value: \$ 36000

Is the Contract still active?: Yes No Number of Change Orders: 0

Start Date: 11/2017 Completion Date: NA - Active Contract

Brief description of the scope of work performed for this reference:

The Town of Richmond Hill has been live since November 2017, currently they utilize eSCRIBE
for all council and committee meeting, report generation and workflows, ADA compliant
artifact generation, Webcasting with full integration into agenda, internet publishing
of all meeting content and our iPad Professional Application for all councilors and senior staff.

FOR OFFICIAL USE ONLY

Attempt 1 _____

Time and Date

Message Left

Verified

Attempt 2 _____

Time and Date

Message Left

Verified

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Vendor Reference Form

Reference #4 (optional)

Proposer's Name: eSCRIBE Software Ltd.

Reference's Name: City of Kelowna

Address: 1435 Water Street, Kelowna, British Columbia

Name of Project: City of Kelowna eSCRIBE Implementation

Contact Person (Name/Title): Sandi Horning - Legislative Coordinator

Contact Telephone #: (250) 469-8926 Contact E-Mail Address: _____

Location of Services: 1435 Water Street, Kelowna, British Columbia

Initial Contract Value: \$ 36500 Final Contract Value: \$ 36500

Is the Contract still active?: Yes No Number of Change Orders: 0

Start Date: 12/2014 Completion Date: NA - Active Contract

Brief description of the scope of work performed for this reference:

The City of Kelowna has been an eSCRIBE customer for the past 5 years, they currently use eSCRIBE for all council and committee meetings, internet publishing and off all meeting content

FOR OFFICIAL USE ONLY

Attempt 1 _____
Time and Date

Message Left Verified

Attempt 2 _____
Time and Date

Message Left Verified

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Vendor Reference Form

Reference #5 (optional)

Proposer's Name: eSCRIBE Software Ltd.

Reference's Name: City of Burlington

Address: 426 Brant Street, PO Box 5013 Burlington, ON L7R 3Z6

Name of Project: City of Burlington eSCRIBE Implementation

Contact Person (Name/Title): Danielle Manton - Manager of Committee and Election Services

Contact Telephone #: (905) 335-7600 ext 7490 Contact E-Mail Address: danielle.manton@burlington.ca

Location of Services: 426 Brant Street, PO Box 5013 Burlington, ON L7R 3Z6

Initial Contract Value: \$ 47000 Final Contract Value: \$ 47000

Is the Contract still active?: Yes No Number of Change Orders: 0

Start Date: 7/2016 Completion Date: NA - Still Active

Brief description of the scope of work performed for this reference:

The City of Burlington uses eSCRIBE for all council and committee meetings, report automation
and workflows, ADA compliant document generation, integrated webcasting with indexing, internet publishing,
electronic voting, burlington uses manual Close captioning and is considering our live auto CC in 2018

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Attempt 1 _____
Time and Date

Attempt 2 _____
Time and Date

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5. System Features Checklist

a. Form SFC, System Features Checklist

eSCRIBE Response: Form SFC has been completed below

System Features Checklist

The Town of Miami Lakes ("Town") requires a qualified software provider to provide for the integration of the Town's agendas, meeting minutes, meeting videos on the Town's website and livestreaming services, including live closed-captioning. Elements of the agenda management software will be categorized as Mandatory (M) and Preferred (P). The Successful Proposer must provide every mandatory element of the agenda management software described in detail below.

Response Category

(Yes/No/Will be Added) (Indicate whether your proposed solution includes the feature, does not include the feature, or will be added prior to implementation. If feature is provided by a third party, please indicate "3P" in the optional description/notes)

(3P) - 3rd Party (Indicate if feature is provided by a third party)

Functional Features (Item Preparation by Department)		Response (Yes/No/Will be Added)	Description/Notes
1	Provide standard Word templates for drafting staff reports, resolutions, and ordinances. (M)	Yes	eSCRIBE provides unlimited word templates for drafting reports, resolutions and ordinances.
2	Agenda templates should include preloaded drop-down designation and an option to edit these designations, such as being able to minimize manual data entry using feature such as drop-down tables, type-ahead, check, boxes, auto-populate, etc. (M)	Yes	eSCRIBE Agenda templates can be configured with an unlimited number of drop down designations.
3	Agenda templates should include a checklist of standard items, such as roll call, public hearings, voting requirements, presentations, etc. (M)	Yes	eSCRIBE agenda templates offer checklist verification for all meeting items and tasks from roll call to adjournment.
4	Provide spell check. (M)	Yes	Microsoft Spell Check integration provided
5	Allow attachment of files in various formats and from various drives and locations, such as Laserfische. (M)	Yes	eSCRIBE allows for all conventional file types to be attached. As a Laserfische development partner we offer native integration and our open API offers integration into almost any document repository.

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7	Allow for unlimited numbers of meetings to be added and managed by the system workflow prior to item submittal. (M)	Yes	eSCRIBE offers and unlimited number of meetings and meeting types and an unlimited number of workflows and workgroups.
8	Ability to accommodate meetings within a meeting, such as an Executive Session. (M)	Yes	eSCRIBE allows for executive sessions or closed session to be conducted within the existing meeting.
9	Provide for inter-departmental review in the workflow prior to item submittal. (M)	Yes	eSCRIBE workflows are highly configurable; agenda items can be assigned for interdepartmental review.
10	Ability to support simultaneous multiple-user access to all components of the agenda. (M)	Yes	eSCRIBE offers admin and participant access to an unlimited number of users and offers simultaneous access
Preferred			
1	Login security should use the user's Windows account ID and password, seamlessly for an auto-login capability. (P)	Yes	eSCRIBE is a Microsoft Silver Partner and offers ADFS/AZURE AD Single Sign On capability for seamless auto-login capability,

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Functional Features (Item Submittal by Department)		Response (Yes/No/Will be Added)	Description/Notes
1	Use for multiple user meeting bodies, such as Council Meetings, Planning & Zoning Board Meetings, LPA Meetings, Charter Review Commission, etc. (M)	Yes	eSCRIBE offers an unlimited number of meeting types, meeting bodies and user groups. Agenda templates are configured specifically to the meeting type.
2	Use for multiple meeting types, such as Regular Council Meetings, Special Call Meetings, Workshops, etc. (M)	Yes	eSCRIBE offers an unlimited number of meeting types, meeting bodies and groups. Agenda templates are configured specifically to the meeting type.
3	Allow advance scheduling of recurring items. (M)	Yes	eSCRIBE allows for easy one-click advance scheduling of recurring items and meetings
4	Provide for simple user-friendly interface for submitting items. (M)	Yes	eSCRIBE's offers a holding box for agenda items and report for simple one click submission to the agenda.
5	Allow for supplemental items to be submitted and included in the agenda, even when the agenda was generated but before the meeting gets started. (M)	Yes	Supplemental items can be added at any stage of the meeting process, pre meeting during agenda creation, conducting meeting and post meeting when publishing to the city's website
6	Allow to submit supplemental materials for agenda items for review after the agenda was published, but before the meeting. (M)	Yes	Supplemental items can be added at any stage of the meeting process, pre meeting during agenda creation, conducting meeting and post meeting when publishing to the city's website
7	No limit in the type of electronic files that can be attached. These file types include at least text, graphics, word processing applications, spreadsheets, acrobats, HTML, and photos. Support for other digital media such as visual files should also be supported. (M)	Yes	eSCRIBE supports all file types listed including visual files, storage is unlimited.
8	Allow agenda items to be moved with all associated attachments from one agenda to another. (M)	Yes	Agenda Items can easily be moved from one agenda to another through eSCRIBE's refer and defer agenda items feature

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1	Provide a central point for handling and documenting tasks relating to an item, such as sending a notice of public hearing for publication 30 days before the meeting, submit a PowerPoint for presentation during a meeting, publish a notice to proposer after the Council adopted the plan, etc. (P)	Yes	eSCRIBE Task's Manager allows for assignment of tasks to any user, user group or department, tasks are easily trackable for reporting purposes.
2	Allow to input follow-up instructions for use after meeting. (P)	Yes	eSCRIBE allows for meeting administrator to input follow up instruction to meeting participants or contributors in the form of task assignment and management

Functional Features (Workflow Design)		Response (Yes/No/Will be Added)	Description/Notes
1	Customize workflow specific to each meeting body (workflow to be created and defined by the Town.) (M)	Yes	eSCRIBE's workflow manager allows the creation of an unlimited number of customized workflows, defined to the towns requirements.
2	Allow reviewers enough flexibility to modify/override the workflow (if a reviewer goes on vacation, reviewer should be able to delegate his/her duties to another person.) (M)	Yes	eSCRIBE administrators can predetermine a delegate for each user in the workflow, administrator have the flexibility to override a workflow at any time.
3	Restrict access to items being reviewed. (M)	Yes	eSCRIBE's confidential item/document setting allows for access to be restricted
4	Allow the withdrawal of document to any step of the workflow. (M)	Yes	Documents can be withdrawn or deleted from a workflow at any stage.
5	Allow the withdrawal of an agenda item from the workflow. (M)	Yes	Agenda items can be withdrawn or deleted from a workflow at any stage.
6	Allows for future redesigns of workflow. (M)	Yes	Workflows can be created new or existing workflows adjusted on the fly

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Functional Features (Notification)		Response (Yes/No/Will be Added)	Description/Notes
1	Use email to notify departmental reviewers during item preparation. (M)	Yes	eSCRIBE's Microsoft Outlook integration allows for email notification of pending items for review.
2	Use email to notify the Town Clerk upon item submittal. (M)	Yes	eSCRIBE's Microsoft Outlook integration allows for notification of any item, report or delegation request to the city clerk or designated approvers.
3	Use email to notify reviewers to review items. (M)	Yes	eSCRIBE's Microsoft Outlook integration allows for notification of any item, report or delegation request to the city clerk or designated approvers.
4	Use email to send reminders to appropriate staff to facilitate workflow (reviewer receives message to review an item after a number of days.) (M)	Yes	Workflow notifications and reminders can be facilitated through email for outstanding approvals, late submissions or reminder to submit by a certain date.
5	Ability to track the status of each agenda. (M)	Yes	eSCRIBE allow for an approval workflow to be run after agenda preparation and before publishing.
Preferred			
1	Notify administrator if a reviewer or delegate in a defined workflow is no longer in Active Directory. (P)	Yes	eSCRIBE's reporting allows for notification that a user is no longer in active directory.
2	Allow for escalation and notifications based on deadlines. (P)	Yes	eSCRIBE workflows provides admin and contributor user notifications and automatic escalation as submission deadline approaches, deadlines and reminders are predetermined by the administrator for each meeting and workflow.

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Functional Features (Review and Approval)		Response (Yes/No/Will be Added)	Notes Description/Notes
1	Show comments and track changes on documents in different file types. (M)	Yes	Microsoft track changes and comments are fully support and are retained within any applicable file type.
2	Allow reviewers to see pending items for review and allow the user to decide which items they would like to access. (M)	Yes	Each reviewer and approver can access there individual portal to review pending document, reports or items.
3	Ability to see the status of any item and graphically view where it is at in the workflow process at any given point. (M)	Yes	eSCRIBE uses color coding to graphically represent the status of an item within a workflow.
4	Provide automatic notification when a document is revised. (M)	Yes	Notification can be provided to all or certain users within a workflow when a document has been revised.

Preferred			
1	Document approvals on final items (insert an approval code, apply an electronic or digital signature.) (P)	Yes	eSCRIBE can apply electronic signatures to document approvals and can integrate with a variety or leading digital signature solutions as required.
2	Support electronic signatures. (P)	Yes	Electronic signatures are fully supported

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Functional Features (System Support)		Response (Yes/No/Will be Added)	Description/Notes
1	Software support should be available and provided by the vendor via telephone during the Town's business hours and backed by an online support personnel available during off-peak hours. It is important to have support personnel available for questions during the days the agenda is being generated. (M)	Yes	Direct phone support/helpdesk is available Monday to Friday from 8 am to 9pm Eastern. Online support is available 7/24/365 through our online support portal. Live support personal can be provided outside of the hours specified above on request.
2	Timely Response to all technical inquiries. (M)	Yes	eSCRIBE provides an initial response for critical technical inquires within 2 hours of the request and status updates every 4 hours.
3	Provide updates to technical documentation as these items are developed. (M)	Yes	eSCRIBE provides monthly updates on all development, bug fixes, patches, version release, both via our Support Portal and via prompt at system login if required.
4	Provide training options to users (both initially and follow-up.) (M)	Yes	eSCRIBE's training plan is described in detail within the RFP, Training options are available during onboarding and as follow up for new users.
5	Repair of all bugs discovered during the support period. (M)	Yes	Bug fixes for core features and function are repaired and released immediately. Non critical bug fixes are released on a monthly basis.
6	Provide updates at no cost to the Town to technical documentation as these items are developed. (M)	Yes	Updated technical documentation is available free of charge to any eSCRIBE user from our online support portal.

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Functional Features (Monitoring and Tracking)		Response (Yes/No/Will be Added)	Description/Notes
1	Allow users to see status of submitted items by department, meeting date, etc. (M)	Yes	Users can see the status of incoming, pending and approved items through the eSCRIBE portal.
2	Allow Clerk/Agenda Coordinator to move an item from one meeting to another. (M)	Yes	Agenda Items can easily be moved by the clerk from one agenda to another via the admin portal or through eSCRIBE's refer and defer agenda items feature.
Preferred			
1	Allow users to see preliminary meeting agendas. (P)	Yes	An agenda can easily be prepared prior to publishing/meeting date and shared within an approval workflow or shared for viewing to meeting participants, contributors and administrators.

Functional Features (Publication)		Response (Yes/No/Will be Added)	Description/Notes
1	Allow moving items on agenda prior to publication. (M)	Yes	Agenda items can be moved within an existing agenda using eSCRIBE simple reorder drag and drop feature, before, during and after a meeting.
2	Allow drafts to be created. (M)	Yes	Agenda and or Report documents remain in draft mode and can be modified at any time before publishing to the towns web site.
3	Allow flexible reformatting of the document, such as font, indentation, numbering, order of items, etc. (M)	Yes	eSCRIBE offers full Microsoft Office integration and all standard reformatting tools are available.
4	Allow pending items to be placed on the agenda. (M)	Yes	Pending agenda items are held in the Pending Agenda Item holding box on the

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5	Automatically converts all documents to PDF (OCR version) for printing and website publication. (M)	Yes	eSCRIBE offers both PDF (with OCR) and HTML web publishing. PDF and HTML can be published simultaneously.
6	Link agenda item title on short agenda to item in agenda packet. (M)	Yes	Agenda Packet items include a link to all corresponding short agenda item documents.
7	Insert page numbers. (M)	Yes	Page Numbers can be configured to apply automatically to the publication template.
8	Amend an agenda after publication (e.g. add an item to a published agenda.) (M)	Yes	Administrators have full control post meeting to amend, add, modify or delete from an agenda and republish or simply publish and addendum to the existing agenda.
9	Publish automatically to multiple locations (e.g. website, Laserfiche repository.) (M)	Yes	eSCRIBE's Web Publishing Module offers automatic publishing via iFrames to the town website. eSCRIBE is a Laserfiche Development partner and allows for publishing directly to Laserfiche. eSCRIBE also offers connectors to the majority of commercially available document management systems.

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10	Publish to different media for distribution (e.g. iPad.) (M)	Yes	eSCRIBE offers a Windows Tablet and iPad application where meeting participants can view published meeting materials.
11	Ability to download a copy of a meeting with all supporting material to a folder providing for easy off-line access. (M)	Yes	Meeting agenda, reports, documents can be downloaded to a local folder for offline access.
12	Provide the ability to download the agenda to any mobile device such as iPad or smartphone. (M)	Yes	eSCRIBE offers a Windows Phone/Tablet and iPad/iPhone application where meeting participants can view published meeting materials.
13	Ability to create a table of content for the agenda. (M)	Yes	Published PDF Agendas can on request include a table of contents, standard adobe functionality is available.
14	Provide bookmarks in the PDF agenda packet o allow users to jump to relevant items in the packet. (M)	Yes	Published PDF Agendas can on request include bookmarks, standard adobe functionality is available.
15	Ability to cover the final agenda to PDF and word files. (M)	Yes	eSCRIBE offer Agenda's and Agenda cover pages to be published in either PDF or Microsoft Word.
16	Provide live-closed captioning in accordance with WCAG2.0 AA. (M)	Yes	eSCRIBE offers unlimited live automatic fully WCAG 2.0 AA compliant close captioning with average 97% accuracy.
Preferred			
1	Capability to allow versioning of agendas and agenda items; allows process steps such as draft, revision and final agenda. (P)	Yes	eSCRIBE offers Microsoft version control for all items, reports, documents and allows for draft revisions, simultaneous collaboration and roll back to previous versions as required.
2	Assemble all items with different file types into a final agenda. (P)	Yes	All file types can be added to a draft agenda before publishing final agenda.
3	Amend an agenda after publication (e.g. add an item to a published agenda.) (P)	Yes	Administrators have full control post meeting to amend, add, modify or delete an item from an agenda and republish or simply publish and addendum to the existing agenda.
4	Notify interested parties when certain subjects are on the agenda. (P)	Yes	From within eSCRIBE Administrators can easily notify an interested party of an agenda item or report via a link or

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5	Ability to notify Councilmembers, board members, and the public of agenda and packet availability. (P)	Yes	Automatic notification can be set for meeting participants when an agenda is published and packet available.
6	Ability to automatically notify the public when changes are made to an individual agenda item. (P)	Yes	eSCRIBE offersthe ability to notify the public of a change to an agenda via a published addendum or publishing of a revised agenda.

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Functional Features (Meeting Minutes/After-Action)		Response (Yes/No/Will be Added)	Description/Notes
	Preferred		
1	Real-time record of notes. (P)	Yes	Notes and minutes can be recorded in real time and saved automatically during the meeting, prepopulated before the meeting or entered after the meeting.
2	Allow Clerk's staff to enter multiple motions for a single item, including substitute motions. (P)	Yes	Administrators/Clerks can create and apply any number of motions for a single item, including substitute motions.

Functional Features (Follow-Up and Research)		Response (Yes/No/Will be Added)	Description/Notes
1	Maintains and makes available history of all agendas items. (M)	Yes	eSCRIBE maintains a history of all meetings/agendas/items, eSCRIBE offers extensive internal and external search capability using date ranges, keywords and metadata.
2	Allows users to search and access past items by keywords, dates, project manager, etc. (M)	Yes	eSCRIBE maintains a history of all meetings/agendas/items, eSCRIBE offers extensive internal and external search capability using date ranges, keywords and metadata.
3	Provides the capability to prepare meeting minutes/after-actions (records motions, votes, etc.) (M)	Yes	Meeting administrators can prepare minutes, tasks, motions votes prior to the meeting, during the meeting or after the meetings.
4	Provide for search of agenda items, full text or metadata. (M)	Yes	eSCRIBE offers extensive internal and external search capability using both keywords and metadata.
5	Ability to OCR documents in order to allow search of text within documents. (M)	Yes	All PDF and Microsoft office documents and reports are fully OCR capable and text searchable
6	Ability to print any search result (M)		Search results are printable on demand.

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			and metadata.
8	Support grouping and searching documents based on metadata content. (M)	Yes	eSCRIBE search support grouping and search based on metadata content.
9	Ability to search for records related to vote (e.g. how many times a Councilmembers/Mayor voted Yes, No abstained, etc.) (M)	Yes	eSCRIBE Reporting offers the ability to search for meeting participant voting records.
10	Ability to search for records regarding meeting attendance (list meeting in which a Councilmember/Mayor was absent.) (M)	Yes	eSCRIBE Reporting offers the ability to search for meeting participant attendance records.

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	Preferred		
1	Provides post meeting capability for tracking, numbering and signing of documents. (P)	Yes	eSCRIBE's Task Manager and workflow capability can assign, general tasks or tasks for specific agenda items for tracking, numbering or signing of documents.
2	Notify staff regarding actions following meeting (e.g. notify selected staff members about the Town Council action on an item.) (P)	Yes	eSCRIBE's Tasks Manager can be used for meeting follow up actions with automatic email notification when a task has been assigned to a staff member or group.
3	Notify staff regarding tasks following meeting (e.g. notify item originator to submit a notice for publication, notify item originator to submit original agreement to the Town Clerk after obtaining signature from the outside party.) (P)	Yes	eSCRIBE's Tasks Manager can be used for meeting follow up actions with automatic email notifications when a task has been assigned to a staff member or group.
4	Provides the capability to prepare meeting notes (e.g. the offline agenda version should allow each user to make notes for each agenda item; the proposed solution should provide the ability to make notes on agenda items on mobile devices.) (P)	Yes	eSCRIBE's meeting participant portal and apps for tablets and mobile devices allows for confidential or shared notes to be made on or within meeting documents prior, during or after the meeting.
5	Search on agenda title, agenda content, supporting materials content, supporting material annotations. (P)	Yes	eSCRIBE's internal and external search allows keyword search on agenda title, agenda content, supporting materials content and supporting material annotations.
6	Public can search meeting agenda, minutes/after-actions and associated documents simultaneously. (P)	Yes	eSCRIBE's public external search allows keyword search on all meeting documents simultaneously.
7	Return list of all search results with links to the agenda item and supporting documents within the respective agenda. (P)	Yes	eSCRIBE's internal and external search will return keyword search results with links on agenda title, agenda content, supporting materials content and supporting material annotations.
8	Ability to use workflow post meeting for tracking, numbering and signing of documents. (P)	Yes	eSCRIBE's Task Manager and workflow capability can assign, workflows or tasks for specific agenda items for tracking,

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Functional Features (Document Management)		Response (Yes/No/Will be Added)	Description/Notes
1	Export selected files to Laserfiche for archive. (M)	Yes	eSCRIBE is a Laserfiche Development Partner, documents can be archived to LaserFiche directly from eSCRIBE.
Preferred			
1	Prepare follow-up legislative documents from files submitted with item. (P)	Yes	Users can access files submitted within an item and leverage eSCRIBE's Report Manager to create and complete custom legislative document templates and upload directly to a preferred document repository.

Functional Features (Reports)		Response (Yes/No/Will be Added)	Description/Notes
1	Ability to support flexible user-friendly query capability based on user-defined criteria. (M)	Yes	All of the data within eSCRIBE is available for flexible custom reporting and analysis.
2	Ability to print reports. (M)	Yes	eSCRIBE offers a variety of standard out of the box reports such as voting and attendance history, custom report can be built for the Town at no additional charge.
Preferred			
1	Generate calendar of scheduled items on future agendas by date range, departments, etc. (P)	Yes	eSCRIBE Administrators can view a list calendar of upcoming meetings and scheduled agenda items and filter by Date Range, Meeting Type or Department.
2	Generate statistical and performance reports (e.g. tabulation of agenda items for reimbursement claims, tabulation of agenda items by departments for cost allocation studies, and other reports.) (P)	Yes	eSCRIBE offers a variety of standard out of the box reports such as voting and attendance history, custom reports for this requirement can be built for the Town at no additional charge.

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Functional Features (System Technology)	Response (Yes/No/Will be Added)	Description/Notes
1 Ability to integrate with electronic document management systems for seamless depositing of final agendas into the archive (currently running Laserfiche/Weblink.) (M)	Yes	eSCRIBE is a Laserfiche Development Partner, final meeting documents can be archived to LaserFiche directly from eSCRIBE. eSCRIBE also offers connectors to the majority of commercially available document management systems.
2 Ability to integrate with Folio system currently utilized by the Town. (M)	Yes	As a Microsoft Silver Partner, eSCRIBE offers integration connectors to the majority of commercially available folio or document management systems.
3 Allow third-party reporting tool to access database for ad hoc queries and reporting. (M)	Yes	eSCRIBE data can be exported to be used by a 3 rd party reporting tool as required.
4 Provides user-dependent views/security based on role. (M)	Yes	eSCRIBE's offers user dependent views for administrators, participants, contributors, Super Admins have full control over role based assignment and permissions
5 Provide adequate security to safeguard documents, processes and existing data from non-administrative users. (M)	Yes	eSCRIBE's offers user dependent views for administrators, participants, contributors, To safeguard data and process security, Super Admins have full control over access using role based assignment and permissions.
6 Ability for system/database to be hosted locally on company's network. (M)	Yes	eSCRIBE is a cloud based solution and offers unlimited secure US based data hosting on the Microsoft Azure Cloud Environment. It is possible to locate the customer database on site if required while managing workload from Microsoft Azure. Additional costs will apply, eSCRIBE would be happy to conduct a technical feasibility review in the event we are selected as the vendor. eSCRIBE provides live technical phone

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			monthly basis, the product upgrade schedule and summary is available on eSCRIBE customer support portal.
9	Ability of system to time out users due to inactivity of their client connection (admin configurable time limits.) (M)	Yes	Users access can be timed out for inactivity as required.
10	Ability of system to lock files as they are edited to avoid revision contention issues. (M)	Yes	eSCRIBE utilizes Microsoft collaboration tools whereby a document can be locked when being modified by another user. Users can also have the ability to collaborate on the document at the same time, whereby only sections being worked on by a specific user will be locked out.
11	Allow off-line editing/reviewing of documents to be later resynchronized and resume workflow. (M)	Yes	Documents can be edited and reviewed offline and saved and resynchronized when connection is reestablished.
12	Allow remote access. (M)	Yes	eSCRIBE can be accessed from any device remotely.
Preferred			
1	Software should have a SharePoint interface capability. (P)	Yes	eSCRIBE is a Microsoft Silver Partner, SharePoint interface capability is standard.
2	Single Sign-On through Active Directory Services. (P)	Yes	eSCRIBE offers Windows ADSF and Azure AD single sign on capability through active directory.
3	Able to integrate with Microsoft Exchange. (P)	Yes	eSCRIBE is a Microsoft Silver Partner and integrates with Microsoft Exchange for enhanced notification and meeting scheduling.

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Functional Features (Video Capture and Encoding)		Response (Yes/No/Will be Added)	Description/Notes
1	Live streaming to Town website. (M)	Yes	eSCRIBE's Web Streaming Module provides a dedicated encoder to live stream meetings using the city's existing production equipment. Use of the encoder is unlimited and part of the annual Subscription fee.
2	Live streaming to social media (e.g. Facebook.) (M)	Yes	eSCRIBE Web Streaming Module also offers the ability to Live Stream via social media, Facebook and Youtube.
3	Live video direction. (M)	Yes	eSCRIBE can provide this managed service on a per meeting basis (pricing is included in this proposal) Alternatively If the Town would like to retain Swaggit's services for Live Video Direction, Swaggit does provide an open API and we can integrated with Swaggit's encoder on request.
Functional Features (Video Archiving)		Response (Yes/No/Will be Added)	Description/Notes
4	Audio and video archiving. (M)	Yes	eSCRIBE offers unlimited audio and video archiving.

Functional Features (Indexing and Cross Linking)		Response (Yes/No/Will be Added)	Description/Notes
1	Indexing and annotating published meetings by adding jump-to points correlated with the meeting's agenda. (M)	Yes	As the meeting is being conducted eSCRIBE automatically tags agenda items and indexes to the video, users can jump to any point in the agenda simply by clicking on the agenda item.

Functional Features (Real-Time Closed Captioning)		Response (Yes/No/Will be Added)	Description/Notes
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Additional Features (Optional)		Response (Yes/No/Will be Added)	Description/Notes
1	eSCRIBE Vote Manager	Yes	Vote Manager allows meeting participants to electronically vote on resolutions in real-time directly through their Participant Portal, iPad or Windows 10 tablet. Vote Manager also provides an enhanced graphical interface for clear display of vote results to participants and public, both in chamber and through the web.
2			
3			
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7			

6. Support and Maintenance Plan

a. Support and Maintenance Plan

Definitions:

"Business Hours" means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

"Support Contacts" means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE' s support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE' s team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

a. The Support Contacts will be the only persons authorized to receive the Support

connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;

- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

7. Training Plan

a. Training Plan

Town of Miami Lakes Training Recommendations

Module	Number of sessions provided
Meeting Administrator Training	2
Contributor Training	2
Participant Training	1 (Train the trainer)

**Training is conducted remotely and included in the implementation fee's, on-site training is available, pricing has been provided in the separate pricing proposal.*

eSCRIBE - Meeting Administrator Training

Course Duration: 1.5 days

Audience: eSCRIBE Portal Administrators and eSCRIBE Meeting Administrators

eSCRIBE – Portal Administrator Training

Course Duration: 0.5 day

Audience: eSCRIBE Portal Administrators, eSCRIBE Meeting Administrators, eSCRIBE Attendee Group Administrators

eSCRIBE – Report Manager Training for Administrators

Course Duration: 0.5 day

Audience: eSCRIBE Portal Administrators, IT

eSCRIBE – Report Manager Training for Contributors

Course Duration: 90 minutes

Audience: eSCRIBE Contributors and approvers

eSCRIBE – Participant Training

Course Duration: 60 minutes

Audience: Meeting Participants

Prerequisites: None

Post Implementation and Training Review Sessions

Two to four weeks after the initial training eSCRIBE will also provide two 1-hour web

8. Transition Plan

a. Transition Plan

Dates	Activity	Description	Team
StartDate (SD)	Contract Signed	<ul style="list-style-type: none"> Contract awarded to eSCRIBE Contract signed ASSUMPTION: October 15 th 2018	Purchasing (Customer), Sales (eSCRIBE)
SD + 2 days	Project Hand Off Mtg (15 min call)	<ul style="list-style-type: none"> Project Hand Off Meeting Introductions of project teams (eSCRIBE & Customer) 	Sales & Project Lead (eSCRIBE), Project Team (Customer)
SD + 5 days	Project Kick Off Discussion (1 hr call)	<ul style="list-style-type: none"> Review project plan, adjust with customer feedback 	Project Team (Customer), Project Lead (eSCRIBE)
SD + 14 days	Configure eSCRIBE	<ul style="list-style-type: none"> Create meeting artefacts in environment (agenda & minutes) 	eSCRIBE Project Team
SD + 20 days	Configuration Review Mtg (60 min call)	<ul style="list-style-type: none"> Review finalized meeting artefact template configuration 	Project Teams (Customer) Project Lead (eSCRIBE)
SD + 26 days	Meeting Manager Training	<ul style="list-style-type: none"> Meeting Manager Training with primary user group (2 days) Mock Meeting Preparation Mock Meeting Delivery with video 	eSCRIBE Trainer, Customer Meeting Admin Group
SD + 29 days	Conduct Practice Meeting	<ul style="list-style-type: none"> Customer to prepare meeting and conduct practice meetings in eSCRIBE 	Customer Project Team, eSCRIBE support
SD + 35 days	Post Meeting Debrief	<ul style="list-style-type: none"> Highlight areas of difficulty or challenges for review from Meeting Manager Practice 	eSCRIBE Trainer, Customer Project Team
SD + 39 days	Publishing Implementation	<ul style="list-style-type: none"> eSCRIBE Implementation Coordinator to send iFrame details to integrate publishing into current website Granicus Data Migration 	Customer IT (web admin), eSCRIBE Project Team
SD + 52 days	User Training	<ul style="list-style-type: none"> ½ day for Report Administrators ½ day for Report Writers (primary user group) 	eSCRIBE Trainer, Customer Contributor & Admin Group

9. Forms

a. Acknowledgement of Addenda

eSCRIBE Response: Acknowledgement of addenda completed below

b. Certificate of Authority

eSCRIBE Response: Certificate of Authority has been completed below

c. Form PEC – Public Entity Crime Affidavit

eSCRIBE Response: Public Entity Crime Affidavit has been completed below

d. Form NCA – Non-Collusive Affidavit

eSCRIBE Response: Non-Collusive Affidavit has been completed below

e. Form AK – Anti-Kickback Affidavit

eSCRIBE Response: Anti-Kickback Affidavit has been completed below

f. Form COI – Conflict of Interest Affidavit

eSCRIBE Response Conflict of Interest Affidavit has been completed below

g. Form PRA – Public Records Affidavit

eSCRIBE Response: Public Records Affidavit has been completed below

eSCRIBE response: Public Relations Affidavit has been completed below

i. Drug-Free Workplace Certification

eSCRIBE Response: Drug-Free Workplace Certification has been completed below

j. Form LPA – Political Activity Affidavit

eSCRIBE Response: Political Activity Affidavit has been completed below

MIAMI LAKES
Growing Beautifully

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP No. 2018-36

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

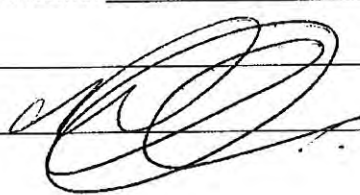
Addendum No. <u>1</u> ,	Dated <u>Aug 21 2018</u>
Addendum No. <u>2</u> ,	Dated <u>Aug 21 2018</u>
Addendum No. <u>3</u> ,	Dated <u>Aug 16 2018</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this Solicitation

Firm's Name: eSCRIBE Software Ltd

Authorized Representative's Name: Rob Treumann

Title: President

Authorized Signature: 

RFP 2018-36
Agenda Management Software
Addendum #1
Due Date: August 21, 2018

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers

1. Can the Pre-Proposal Conference be attended electronically or by telephone?

Response: Attendance at the Pre-Proposal Conference is not mandatory, however, Prospective Proposers that wish to attend the conference remotely may do so by calling in at (305)512-7100 at 10:00AM, August 9, 2018.

Acknowledgement:

Rob Treumann

Name of Signatory

President

Title

August 13th 2018

Date



Signature

eSCRIBE Software Ltd.

Name of Bidder

RFP 2018-36
Agenda Management Software
Addendum #2
Due Date: August 21, 2018

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. This addendum is issued in part to provide affidavit forms allowing for the use of notaries outside the State of Florida.

Questions and Answers

1. Can corporations responding outside of the State of Florida use notaries from their respective state to complete the affidavit forms?

Response: Yes, see Clarification item #1.

Acknowledgement:

Rob Trevino
Name of Signatory

President
Title

Aug 20th 2018
Date


Signature

escribe Software Ltd.
Name of Bidder

RFP 2018-36
Agenda Management Software
Addendum #3
Due Date: August 23, 2018

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. The proposal due date is hereby extended to 11:00 AM, August 23, 2018.
2. Section B5. Contact Execution is hereby amended as follows:

"The Proposer(s), by submission of its Proposal, agrees to the terms and conditions contained in the contract, attached hereto as Exhibit "A," ("Contract") and further agrees to execute the Contract ~~without change~~ in substantially the same form as attached. However, the Town, in its sole discretion, reserves the right to negotiate the final Contract Price or other terms and conditions. Without diminishing the foregoing, Proposers may request clarification and submit comments concerning the Agreement for the Town's consideration. Only comments and proposed revisions included within the Response will be considered by the Town. Any comments identified after the Response has been received will not be considered by the Town.

Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

The Proposer(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Proposal. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Proposer(s). The Proposer must submit proof of signing authority in the form of the Certificate of Authority form included with this RFP, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Proposer(s) selected to provide the work requested herein (the "Successful Proposer(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the Evaluation Committee's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority)."

3. Section E1.01 Technical Component of the RFP is hereby amended as follows:

"9. Comments on Agreement

both printed format and electronically on a flash drive. In the event negotiations occur, the Town will only consider the identified comments included in this section of the Response. Where a proposal is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement.

9. 10. Forms

- a. Acknowledgement of Addenda
 - b. Certificate of Authority
 - c. Form PEC – Public Entity Crime Affidavit
 - d. Form NCA – Non-Collusive Affidavit
 - e. Form AK – Anti-Kickback Affidavit
 - f. Form COI – Conflict of Interest Affidavit
 - g. Form PRA – Public Records Affidavit
 - h. Form PR – Public Relations Affidavit
 - i. Drug-Free Workplace Certification
 - j. Form LPA – Political Activity Affidavit
 - k. Form CE – Contract Execution Form”
4. This addendum is issued, in part, to provide a revised Corporate Resolution attached hereto and provided as a separate attachment.
 5. This addendum is issued, in part, to provide a revised Form SFC – System Features Checklist attached hereto and provided as a separate attachment.

Questions and Answers

1. Does the jurisdiction need a feed going to AT&T U-Verse or any other TV channel providers?

Response: No.

2. Does the Town want the capability for electronic voting?

Response: At this time, the Town is not interested in electronic voting, however, Proposers may indicate additional features their solution has in the revised Form SFC – System Features Checklist. See Clarification #5.

3. Can the jurisdiction provide at least 10 Mb/s on the outbound side for remote broadcast and streaming distribution?

Response: The Town currently has an upload maximum speed of 10 Mb/s with our ISP, but we normally operate at around 8 Mb/s.

4. Is the Town flexible to signing a vendor’s service agreement as opposed to the Town’s standard agreement?

Response: No. However, the Town will consider comments on the Contract. See Clarifications #2 & 3 above.

5. Are you interested in an “off-the-shelf” or more custom software solution?

Response: The Town prefers an “off-the-shelf” solution with minimal customization. Certain

Growing Beautifully

Response: At the time of this writing, the Town anticipates awarding a contract for Agenda Management Software at the Regular Town Council Meeting on October 2, 2018.

7. When are you expecting to engage with the vendor after the award has been given?

Response: Typically, contract execution requires approximately two weeks, after which, the selected vendor should begin implementation.

8. Will the Town consider Proposers with references in the private market or must all three references be from the government market?

Response: References in the private market will not satisfy the minimum requirement stated in Section A3, Minimum Requirements to Submit a Response, Item 2. All three references must be from a government market in order to satisfy the minimum requirement.

9. Can the Town confirm the name and version of your current agenda management solution?

Response: The Town's current agenda management solution is NovusAGENDA, version 2018.7.27, provided by Innobar, LLC at the time of contract. The video capture portion is provided through a subcontract with Swagit Productions.

10. Will the Town consider a cloud solution/system architecture and external data hosting?


Response: Yes. The Town will consider a cloud-based solution for data hosting; however, it is imperative that the Town retain ownership over any data produced through use of the solution for purposes of complying with Florida Statutes Chapter 119, Public Records law.

Acknowledgement:

Rob Tremore
Name of Signatory

President
Title

Aug 20th 2018
Date


Signature

eScribe software Ltd.
Name of Bidder

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
eSCRIBE Software Ltd, a corporation organized and existing under the laws of the
State of Ontario, held on the 15 day of September, 2010, a resolution was duly passed and
adopted authorizing (Name) Rob Treumann as (Title) President of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of August, 2018.

Secretary: Nathan Tolkin
Digitally signed by
Nathan Tolkin
Date: 2018.08.13
15:28:16 -04'00'

Print: Nathan Tolkin

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
_____, a partnership organized and existing under the laws of the
State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the to execute bids on
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

Partner: _____

Print: _____

NOTARIZATION

STATE OF Ontario, Canada,

) SS:
COUNTY OF Ontario, Canada)

The foregoing instrument was acknowledged before me this 13th day of August, 2018, by Samantha Sonshine, who is personally known to me or who has produced Provincial Drivers License as identification and who (did / did not) take an oath.

Samatha Sonshine Digitally signed by Samatha Sonshine
Date: 2018.08.13 15:30:27 -04'00'

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Samantha Sonshine
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Rob Treumann - President

[print individual's name and title]

for eSCRIBE Software Ltd

[print name of entity submitting sworn statement]

whose business address is

60 Centurian Dr #204, Markham, ON L3R 9R2

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person,

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Rob Treumann to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Rob Treumann executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 13th day of August, 2018.

My Commission Expires: January 1 2021

NON-COLLUSIVE AFFIDAVIT

State of Ontario }

County of Canada } SS:
}

Rob Treumann

being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of eSCRIBE Software Ltd., the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Nathan Tolkin Digitally signed by Nathan Tolkin
Date: 2018.08.13 15:28:39 -0400

Witness



Witness

By: 

Rob Treumann
(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Rob Treumann to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Rob Treumann executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 13th day of August, 2018.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Rob Treumann or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.


By: Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 15:33:52 -04'00'

Title: President - eSCRIBE Software Ltd.

BEFORE ME, the undersigned authority, personally appeared Rob Treumann to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Rob Treumann executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 13th day of August, 2018.

My Commission Expires:

January 1st 2021 
Notary Public State of Florida at Large

CONFLICT OF INTEREST AFFIDAVIT

State of Ontario }
 } SS:
County of Canada }

Rob Treumann being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of eSCRIBE Software Ltd., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Samatha
Sonshine
Digitally signed by Samatha
Sonshine
Date: 2018.08.13 15:35:50
-04'00'

Witness
Nathan Tolkin
Digitally signed by
Nathan Tolkin
Date: 2018.08.13
15:36:20 -04'00'

Witness

By: Rob Treumann
Digitally signed by Rob Treumann
Date: 2018.08.13 15:36:31 -04'00'

Rob Treumann
(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Rob Treumann to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Rob Treumann executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 13th day of August, 2018.

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: eSCRIBE Software Ltd.

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: eSCRIBE Software Ltd.

Solicitation No.: RFP 2018-36

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship

Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 15:33:28 -0400

Authorized Signature

August 13th 2018

Date:

Rob Treumann

Print Name

August 13th 2018

Title:

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

eSCRIBE Software Ltd.

Company Name:

August 13th 2018

Date

Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 15:39:31 -04'00'

Authorized Signature:

POLITICAL ACTIVITY AFFIDAVIT

State of Ontario }
 Canada } SS:
County of }

Rob Treumann
_____ being first duly sworn, deposes and says that he/she is the
(Owner, Partner, Officer, Representative or Agent) of eSCRIBE Software Ltd., the
Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Work or Services on behalf of the Town of Miami Lakes (“Town”) that the owner, employees or any representatives of the Proposer **will not** participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or in-kind goods or services to any committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.
- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

or currently holding an elected office in the Town.

- Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:

Samatha
Sonshine
Digitally signed by Samatha Sonshine
Date: 2018.08.13 15:40:15 -04'00'

Witness

Nathan Tolkin
Digitally signed by Nathan Tolkin
Date: 2018.08.13 15:40:33 -04'00'

Witness

By: Rob Treumann Digitally signed by Rob Treumann
Date: 2018.08.13 15:41:05 -04'00'

Rob Treumann

(Printed Name)

President

(Title)

BEFORE ME, the undersigned authority, personally appeared Rob Treumann to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Rob Treumann executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 13th day of August, 2018.

My Commission Expires:

January 1st 2021

Notary Public State of Florida at Large

RFP 2018-36
Price Proposal
Form PP

The Proposer declares that it has fully reviewed the requirements of the RFP and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include **all** costs to complete the Services requested under the RFP and Contract.

Proposers may submit further detailed attachments to the cost proposal. However, all costs must be categorized in one of the categories below.

MIAMI LAKES

Growing Beautifully

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
1	SOFTWARE ACQUISITION & IMPLEMENTATION Software Cost to include software module fees and any other expense related to the acquisition and implementation of the software.	EA	\$ 12,000.00	1	\$ \$12,000.00
2	VIDEO CAPTURE DIRECTING, LIVE STREAMING, INDEXING, CLOSED CAPTIONING, Specify which: <input type="checkbox"/> Live Transcriber or <input checked="" type="checkbox"/> Real-Time Encoder	EA (Meeting)	\$ 600.00	175	\$ 105,000.00
3	YEARLY ALL-INCLUSIVE FEES (5 YEARS) All-Inclusive Yearly Fees for Five Years, including Maintenance, Support, Licenses, Etc.	EA (Year)	\$ 24,500.00	5	\$ 122,500.00
4	ONSITE TRAINING (1 DAY MINIMUM) Train-the-Trainer Training (up to 12 individuals) – 1 day minimum	EA	\$ 1,750.00	1	\$ 1,750.00
TOTAL COST					\$ 241,250.00

By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Services required in this RFP. The Town at its sole discretion may negotiate any elements of the Fee with the Proposer.

eSCRIBE Software Ltd.

 Proposer's Name

By: _____
 Signature of Authorized Officer

Rob Treumann

 Printed Name

August 13th 2018

 Date

President

 Title

EXHIBIT C – SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") attached to Contract 2018-36, Agenda Management Software, intended to supplement the terms contained therein, is entered into on this ____ day of _____, 2018;

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

Town of Miami Lakes ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.

“Use” shall mean the ability for the Customer to login with user name and password and access the Services via the internet.

1. **Services**

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable

- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favour of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or licence, including upgrades, updates, improvements, modifications or

- granted herein will not violate the terms of its agreements with any third parties;
- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
 - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

- a. The first years Subscription Fees and the Implementation Fees as described in Appendix A, are due upon the date of this Agreement, and the Subscription Fees are due annually thereafter.
- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, an additional \$1,750.00 fee would apply for travel and living expenses.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. The Fees includes unlimited Data Storage during the active Term of this Agreement. Additional Data Storage charges may apply for ongoing Data Storage of Customer Data for previous Terms (defined below) of this Agreement.
- e. All payments are due thirty (30) days from the date of invoice.
- f. All references to currency are in US Dollars.

4. **Term**

- a. The Term of this Agreement shall be governed by Section B4 of Contract 2018-36 with the Town of Miami Lakes, which this Agreement is attached thereto.

5. **Limitation of Liability**

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of insurance as described in the contract. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

6. **Confidentiality**

- a. "**Confidential Information**" means all information disclosed by one

under Florida Public Records law, Florida Statutes Chapter 119 and Florida Constitution Article I, Section 24, as may be amended from time to time. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, as well as future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships and pricing strategies, financial and employee information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement unless required by law. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the

its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services, disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

7. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

8. **Advertising**

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

9. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products

10. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

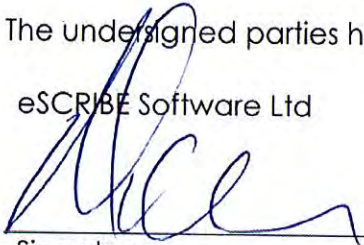
13. General Provisions

- a. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- b. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- c. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida, and the federal laws of The United States applicable therein.
- d. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- e. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.


The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client



Signature



Signature

Robert Treumann, CEO.
Authorizing Officer

Alex Rey, Town Manager
Authorizing Officer

I have the authority to bind the organization

Appendix A – Fees

Services Fees:

eSCRIBE Annual Service and Support Fees					
Module	Product Code	License Type	License Fee	Quantity	Cost
Accessibility Bundle (Subscription Agreement)	eSCRIBE-AB	Annual	\$ 24,500	1	\$ 24,50
eSCRIBE Report Manager			INCL		
eSCRIBE Meeting Manager			INCL		
eSCRIBE Participant Access Module			INCL		
eSCRIBE Internet Publishing + Citizen Engagement			INCL		
Web Streaming, Live C.C., Live Video Production			\$ 600	35	\$ 21,00
LaserFiche Connector			INCL		
Authentican Modality (Forms, ADFS, Azure AD)	eSCRIBE-ADFSAS	Annual	INCL		
Annual Software and Support Fees					\$ 45,50

Implementation Fees:

Professional Services			Service Fee	Quantity	Cost
Setup and Training	eSCRIBE-TBS	One Time	\$ 12,000	1	\$ 12,00
Implementation and Training Fees					\$ 12,00

Optional Fees:

The fixed price additions for on site training including all disbursements will be \$1750.

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE' s support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE' s team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as defined.

Dates	Activity	Description	Team
StartDate (SD)	Contract Signed	<ul style="list-style-type: none"> Contract awarded to eSCRIBE Contract signed 	Purchasing (Customer), Sales (eSCRIBE)
SD	Coordinate Hand Off Call	<ul style="list-style-type: none"> Sales to Coordinate hand off introduction with eSCRIBE Implementation team & customer 	Sales & Project Lead (eSCRIBE) Project Sponsor (Customer)
SD + 2 days	Project Hand Off Mtg (15 min call)	<ul style="list-style-type: none"> Project Hand Off Meeting Introductions of project teams (eSCRIBE & Customer) Review of modules purchased & Configuration details Confirm Goals & Objectives Confirm desired project kick off & completion timeline <p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> eSCRIBE to finalize project plan & build site Customer to gather & send meeting artefacts (Agendas, Minutes & Report) eSCRIBE review meeting artefacts Customer to complete configuration worksheet for publishing & webcasting 	Sales & Project Lead (eSCRIBE) Project Team (Customer)
SD + 4 days	Project Kick Off Discussion (1 hr call)	<ul style="list-style-type: none"> Review project plan, adjust with customer feedback Review further detail of implementation & training plan <p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> Customer to provide user configuration work package eSCRIBE to configure environment with users from Configuration Work Package (*If ADFS/Azure AD in use, Customer must have internal ADFS/Azure AD configured & parameters sent to eSCRIBE before any user configuration can begin or migration costs may apply) Introduce Customer to ISI, Customer & ISI to order hardware & plan for installation of video encoder 	Project Team (Customer) Project Lead (eSCRIBE)
SD + 5	Pre - Configuration	<ul style="list-style-type: none"> Review the configuration documents & information needed from the customer 	Project Team (Customer) Project Lead (eSCRIBE)

SD + 8	AV Review Meeting (30 min call)	<ul style="list-style-type: none"> Review AV configuration details as sent by customer Review configuration of webcasting video encoder 	Customer Technical/AV contact ISI AV setup contact
SD + 8 days	Configure eSCRIBE	<ul style="list-style-type: none"> Create meeting artefacts in environment (agenda & minutes for 2 meetings, 1 report, 5 workflows, 2 attendee groups – with up to 25 users) Test the environment Complete user configurations Build publishing site Customer & ISI to continue working to plan delivery & installation of video encoder 	eSCRIBE Project Team
SD + 13 days	Configuration Review Mtg (60 min call)	<ul style="list-style-type: none"> Review finalized meeting artefact template configuration Review finalized publishing site Review remaining configuration settings <i>*NOTE Customer must provide all configuration detailed by "Configure eSCRIBE" date in order to meet date at this stage*</i> 	Project Teams (Customer) Project Lead (eSCRIBE)
<p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> eSCRIBE to adjust templates & send revised copy for sign off Customer to confirm training dates Customer IT to confirm video encoder is setup & ready to go 			
SD + 18 days	Meeting Manager Training	<ul style="list-style-type: none"> Meeting Manager Training with primary user group (4 – 2hr sessions) Mock Meeting Preparation Mock Meeting Delivery with video 	eSCRIBE Trainer, Customer Meeting Admin Group
<p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> eSCRIBE Trainer to send training summary & next steps via email to Customer Project Team & eSCRIBE Project Lead Customer Training Attendees to start using eSCRIBE immediately for meetings Customer is responsible for training additional staff and rolling out Meeting Manager to other departments 			
SD + 21 days	Conduct Practice Meeting	<ul style="list-style-type: none"> Customer to prepare meeting and conduct practice meetings in eSCRIBE (build agendas & minutes) Customer to practice using video equipment and eSCRIBE timestamps 	Customer Project Team, eSCRIBE support

SD + 26 days	Post Meeting Debrief	<ul style="list-style-type: none"> Highlight areas of difficulty or challenges for review from Meeting Manager Practice 	eSCRIBE Project Lead, Customer Project Team
SD + 30 days	Publishing Implementation	<ul style="list-style-type: none"> eSCRIBE Implementation Coordinator to send iFrame details to integrate publishing into current website Customer web developer implement new publishing pages (iFrame into existing site) 	Customer IT (web admin)
SD + 32 days	Contributor Training	<ul style="list-style-type: none"> 2 hrs for Report Administrators 1 hr for Report Writers (primary user group) <p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> eSCRIBE Trainer to send training questions summary via email to Customer Project Team & eSCRIBE Project Lead Customer Training Attendees to start using eSCRIBE immediately for reports Customer is responsible for training additional staff and rolling out Report Manager to other departments 	eSCRIBE Trainer, Customer Contributor & Admin Group
SD + 38 days	Post Practice Debrief	<ul style="list-style-type: none"> Highlight areas of difficulty or challenges for review from Report practice 	eSCRIBE Project Lead, Customer Project Team
SD + 42 days	Participant Training	<ul style="list-style-type: none"> Training for staff who will be training meeting participants, web/Mtgs Pro apps access (train the trainer)- (0.5 – 1 hr) <p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> eSCRIBE Trainer to send training summary and user guides to attendees Customer Project Team train meeting participants 	eSCRIBE Trainer, Customer Project Team
SD + 47 days	Account Mgmt Introduction	<ul style="list-style-type: none"> Once implementation tasks are complete, introduction to account management is completed Confirm implementation work is complete, intro Acct Mgr, explain support process. <p>ACTIONS AFTER CALL:</p> <ul style="list-style-type: none"> Customer to actively use eSCRIBE for core meetings, rolling out to additional meeting types/users is done at the discretion of the customer Customer will engage eSCRIBE support for additional support after training. 	eSCRIBE Project Lead, eSCRIBE Account Manager, Customer Project Team

- Assumption is made that Customer will commit resources as outlined in plan
- Assumption that template emphasis will be on electronic/HTML agenda & minutes
- Assumption is made that eSCRIBE will be training primary user group with a "Train the Trainer approach"
- All training, unless otherwise discussed, is conducted via online group webinar sessions
- Implementation timelines might delay should Customer ADFS/Azure AD setup is not complete in time for site build, alternatively a user migration can take place after ADFS/Azure AD integration is complete (additional charges may apply).

Appendix D – Authorized Customer Locations

Name	Address	Authorized Contact
Government Center	6601 Main Street, Miami Lakes, FL 33014	Gina Inguanzo Nicole Cuellar Thomas Fossler Alex Rey

Appendix E – Modification to Services

The Customer wishes to modify the Services as defined below, effective the ____ day of _____, 201, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"),

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first years Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE

Client

Signature

Signature

Authorizing Officer

Authorizing Officer