



Event # 7-2

Name: Records Storage, Retrieval & Disposal Services

Description: The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Records Storage, Retrieval and Destruction Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Buyer: Clemente, David

Status: Pending Award

Event Type: RFP

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 2

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 12/02/2022 03:30:00 PM

Open: 12/02/2022 03:30:00 PM

Q & A Close: 12/09/2022 03:30:00 PM

Close: 12/30/2022 03:30:00 PM

Dispute Close:

Questions

Question	Response Type	Attachment
The attached questionnaire is required for RFP submission and is a component of 35% of the weighted criteria. Have you completed and attached the questionnaire?	Yes No	RFP Questionnaire -City of Fort Lauderdale (2).pdf
Attach the contents of the proposal as outlined in Section 4.2.1 thru 4.2.4 of the RFP. The proposal is required for RFP submission and is a component of 35% of the weighted criteria. Have you attached your proposal response?	Yes No	
Attach references per RFP Section 4.2.5 Have you attached the required form?	Yes No	References.pdf

Event # 7-2: Records Storage, Retrieval & Disposal Services

Question	Response Type	Attachment
Per Section 4.2.6. of the RFP, attach your firm's certification as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451. Have you attached the required information?	Yes No	
Identify any subcontractors that may be utilized during the term of this contract per RFP Section 4.2.7..	Yes No Text	
Per Section 4.2.8.A, please complete and attach the Proposal Certification form. Has this form been completed and attached?	Yes No	Bid Proposal Certification Page 09-2022.pdf
Per Section 4.2.8.C, please complete and attach the Non-Collusion Statement form. Has this form been completed and attached?	Yes No	Non Collusion Statement 09-2022.pdf
Per Section 4.2.8.D, please complete and attach the Non-Discrimination Certification form. Has this form been completed and attached?	Yes No	Non-Discrimination Certification Form 09-2022.pdf
Per Section 4.2.8.E, please complete and attach the Local Business Preference (LBP) form. Has this form been completed and attached?	Yes No	Local Business Preference Certification 09-2022.pdf
Per Section 4.2.8.F, please complete and attach the Disadvantaged Business Enterprise Preference (DBEP) form. Has this form been completed and attached?	Yes No	Disadvantaged Business Enterprise Preference Certification 09-2022.pdf
Per Section 4.2.8.G, please complete and attach the Contract Payment Method form. Has this form been completed and attached?	Yes No	Contractor Payment by P-Card Form 09-2022.pdf
Per Section 4.2.8.H, please complete and attach the E-Verify Affirmation Statement form. Has this form been completed and attached?	Yes No	E-Verify_Affirmation_Statement 09-2022.pdf
Per Section 4.2.8.I, please upload a previous Insurance Certificate. Has this form been completed and attached?	Yes No	
Per Section 4.2.8.J, please upload the W-9 of the proposing firm. Has this form been completed and attached?	Yes No	
Per Section 4.2.8.K, please upload a PDF of the firms Active Status Page from Division of Corporations as found on Sunbiz.org. Has this form been completed and attached?	Yes No	

Event # 7-2: Records Storage, Retrieval & Disposal Services

Attachments

Name	Description	Attachment
Specifications	The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Records Storage, Retrieval and Destruction Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).	12733-435 - Records Storage Retrieval Disposal Services.pdf
General Conditions - Rev 10-2022	These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division.	1. General Conditions - Rev 10-2022.pdf

Comments

Title	Type	Comment
Amendment #2	Display Only	Submission deadline extended to 12/30/22 @ 3:30 PM

Commodity Codes

Commodity Code	Description
958-82	Records Management Services (Including Document Management S

Line Details

Line 1: Initial Transfer Costs - New Contractor, per specifications

Description: per specifications

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Initial Transfer Costs - New Contractor

Long Item Description: per specifications

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,507.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 2: Initial Transfer Costs - Current Contractor

Description: Cost of providing assistance in records removal, per specifications.

Initial Transfer Costs - Current Contractor

Long Item Description: Cost of providing assistance in records removal, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,507.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 3: Storage Cost per Standard Box

Description: Monthly Cost for 27,546 boxes times 12 months = 330,552 to be used for an annual cost. Boxes are the standard size of 1.2 cubic feet.

Storage Cost per Standard Box

Long Item Monthly Cost for 27,546 boxes times 12 months = 330,552 to be used for an annual cost. Boxes are the standard

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Description: size of 1.2 cubic feet.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 330,552.0000 **Unit of Measure:** BX

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 4: Storage Cost per Rack

Description: Monthly Cost for 727 boxes times 12 months = 8,724 to be used for an annual cost.

Storage Cost per Rack

Long Item Description: Monthly Cost for 727 boxes times 12 months = 8,724 to be used for an annual cost.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 8,724.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 5: Storage Cost per Plan Bag

Description: Monthly Cost for 15 Bags times 12 months = 180 to be used for an annual cost. Bags are 2.4 cubic feet.

Storage Cost per Plan Bag

Long Item Description: Monthly Cost for 15 Bags times 12 months = 180 to be used for an annual cost. Bags are 2.4 cubic feet.

Commodity Code: 958-82 Records Management Services (Including Document Management S

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Manufacturer Code: MFC

Division: DIV

Quantity: 180.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 6: Storage Cost per Check Box - per specifications

Description: Monthly Cost for 340 check boxes times 12 months = 4,080 to be used for an annual cost. (24" x 9" x 4")

Storage Cost per Check Box - per specifications

Long Item Description: Monthly Cost for 340 check boxes times 12 months = 4,080 to be used for an annual cost. (24" x 9" x 4")

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 4,080.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 7: Storage Cost per Plan Box (Odd Sizes)

Description: 10" x 10" x 36" or other odd sizes, per specs. Monthly Cost for 621 plan and odd size boxes times 12 months = 7,452 Boxes to be used for an annual cost. Plan boxes are 2.08 cubic feet.

Storage Cost per Plan Box (Odd Sizes)

Long Item Description: 10" x 10" x 36" or other odd sizes, per specs. Monthly Cost for 621 plan and odd size boxes times 12 months = 7,452 Boxes to be used for an annual cost. Plan boxes are 2.08 cubic feet.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Event # 7-2: Records Storage, Retrieval & Disposal Services

Quantity: 7,452.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 8: Vault Storage

Description: Cost to store City records in fireproof/ waterproof vault. Unit cost per month times 12 months.

Vault Storage

Long Item Description: Cost to store City records in fireproof/ waterproof vault. Unit cost per month times 12 months.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 211.0000

Unit of Measure: MO

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 9: Standard Retrieval

Description: Cost of "standard" retrieval per box/rack (24 hr.) per specifications. Estimated quantity includes box retrievals and returns. State any variation, if applicable, from City's "standard" definition.

Standard Retrieval

Long Item Description: Cost of "standard" retrieval per box/rack (24 hr.) per specifications. Estimated quantity includes box retrievals and returns. State any variation, if applicable, from City's "standard" definition.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 4,044.0000

Unit of Measure: EA

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Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 10: New Pickup for Storage

Description: Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan boxes (10" x 10" x 36"), check boxes (24" x 9" x 4"), plan bag (2.4 cubic feet) & racks.

New Pickup for Storage

Long Item Description: Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan boxes (10" x 10" x 36"), check boxes (24" x 9" x 4"), plan bag (2.4 cubic feet) & racks.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1,270.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: Courier/Driver Handling

Description: Cost of handling city records (retrievals/returns) per box.

Courier/Driver Handling

Long Item Description: Cost of handling city records (retrievals/returns) per box.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 9,358.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 7-2: Records Storage, Retrieval & Disposal Services

Add On No
Charges
Allowed:

Line 12: Reshelving

Description: Cost of reshelving City records, per box.

Reshelving

Long Item Cost of reshelving City records, per box.
Description:

Commodity 958-82 Records Management Services (Including Document Management S
Code:

Manufacturer MFC **Division:** DIV
Code:

Quantity: 4,044.0000 **Unit of** EA
Measure:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Line 13: Retrieval /Pickup /Re-Delivery

Description: Cost of retrieval service/pickup and re-delivery by City employee, per specifications.

Retrieval /Pickup /Re-Delivery

Long Item Cost of retrieval service/pickup and re-delivery by City employee, per specifications.
Description:

Commodity 958-82 Records Management Services (Including Document Management S
Code:

Manufacturer MFC **Division:** DIV
Code:

Quantity: 1.0000 **Unit of** EA
Measure:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Event # 7-2: Records Storage, Retrieval & Disposal Services

Line 14: Rush Retrieval

Description: 4-6 Hours, Cost for same day retrieval (4-6 hours), per specifications.

Rush Retrieval

Long Item Description: 4-6 Hours, Cost for same day retrieval (4-6 hours), per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 24.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: Record Destruction

Description: Cost to destroy City records, all inclusive, per specifications.

Record Destruction

Long Item Description: Cost to destroy City records, all inclusive, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1,660.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 16: Permanent Removal

Description: Cost to permanently remove City records, including un-shelving the records, upon completion of contract.

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Permanent Removal

Long Item Description: Cost to permanently remove City records, including un-shelving the records, upon completion of contract.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 1,716.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 17: Data Entry - New Contractor

Description: Initial Move, Cost for data entry services, per specifications.

Data Entry - New Contractor

Long Item Description: Initial Move, Cost for data entry services, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,507.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 18: Data Entry - All Contractors

Description: After Initial Move, Cost for Data Entry Services, per specifications.

Data Entry - All Contractors

Long Item Description: After Initial Move, Cost for Data Entry Services, per specifications.

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Manufacturer MFC **Division:** DIV
Code:

Quantity: 2,000.0000 **Unit of** EA
Measure:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Line 21: Purchase Storage Boxes

Description: Plan Box, 2.08 cubic feet, 10" x 10" x 36".

Purchase Storage Boxes

Long Item Plan Box, 2.08 cubic feet, 10" x 10" x 36".
Description:

Commodity 958-82 Records Management Services (Including Document Management S
Code:

Manufacturer MFC **Division:** DIV
Code:

Quantity: 1.0000 **Unit of** EA
Measure:

Require Yes **Price Breaks** No **Allow Alternate** No
Response: **Allowed:** **Responses:**

Add On No
Charges
Allowed:

Line 22: Cost to purchase plan bag

Description: Bags are 2.4 cubic feet. Plastic sealable bag - 15" x 48".

Cost to purchase plan bag

Long Item Bags are 2.4 cubic feet. Plastic sealable bag - 15" x 48".
Description:

Commodity 958-82 Records Management Services (Including Document Management S
Code:

Manufacturer MFC **Division:** DIV
Code:

Quantity: 1.0000 **Unit of** EA

Event # 7-2: Records Storage, Retrieval & Disposal Services

Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: Packing/Re-Packing - Initial Move

Description: Cost for Contractor to provide packing/repacking services to City, per specifications.

Packing/Re-Packing - Initial Move

Long Item Description: Cost for Contractor to provide packing/repacking services to City, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 24: Packing/ Re-packing

Description: Cost for Contractor to provide packing/repacking services to the City per specifications

Packing/ Re-packing

Long Item Description: Cost for Contractor to provide packing/repacking services to the City per specifications

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 7-2: Records Storage, Retrieval & Disposal Services

Add On No
Charges
Allowed:

Line 25: Inventory - Initial Move

Description: Cost for Contractor to provide assistance with inventorying City records, per box, per specifications.

Inventory - Initial Move

Long Item Description: Cost for Contractor to provide assistance with inventorying City records, per box, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,507.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On No
Charges
Allowed:

Line 26: Inventory

Description: After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specifications.

Inventory

Long Item Description: After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 28,507.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On No
Charges
Allowed:

Event # 7-2: Records Storage, Retrieval & Disposal Services

Line 27: Employee Access

Description: Cost for City employees access/research at Contractors facility, per specifications. If you have restrictions for this type of service, please provide details.

Employee Access

Long Item Description: Cost for City employees access/research at Contractors facility, per specifications. If you have restrictions for this type of service, please provide details.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 28: Training

Description: Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.

Training

Long Item Description: Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 29: Trip Charge - Standard Delivery

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Description: Cost of trip to City location for standard 24 hr delivery per specifications.

Trip Charge - Standard Delivery

Long Item Description: Cost of trip to City location for standard 24 hr delivery per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 512.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 30: Trip Charge - RUSH delivery

Description: Cost of Trip to City location for RUSH, same day delivery per specifications.

Trip Charge - RUSH delivery

Long Item Description: Cost of Trip to City location for RUSH, same day delivery per specifications.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC

Division: DIV

Quantity: 24.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 31: Storage Cost

Description: Monthly cost to store empty, unused, standard Storage boxes, all in one or 2-piece, corrugated, banker storage box.

Event # 7-2: Records Storage, Retrieval & Disposal Services

Storage Cost

Long Item Description: Monthly cost to store empty, unused, standard Storage boxes, all in one or 2-piece, corrugated, banker storage box.

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 12.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 32: Delivery of Empty Standard Storage boxes

Description: Cost to deliver empty storage boxes (Line item 18/34) from storage on an as needed basis to City Employees, per order

Delivery of Empty Standard Storage boxes

Long Item Description: Cost to deliver empty storage boxes (Line item 18/34) from storage on an as needed basis to City Employees, per order

Commodity Code: 958-82 Records Management Services (Including Document Management S

Manufacturer Code: MFC **Division:** DIV

Quantity: 1,800.0000 **Unit of Measure:** EA

Require Response: Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 33: Additional Goods / Services 1

Description: Cost for resealable plan bags.

Additional Goods / Services 1

Long Item Description: Cost for resealable plan bags.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Records Storage, Retrieval and Destruction Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Assistant Manager of Procurement and Contracts, David Clemente at (954) 828-5189 or email at dclemente@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this RFP.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre- bid/proposal conference or site visit for this Request for Proposal.

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

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses the City's on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from the City's on-line strategic sourcing platform. Proposers are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/22) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

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

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

2.6 Price Validity

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

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made

within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

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

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

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

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

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

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of Records Storage, Retrieval and Destruction Services and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.17.1 Proposer or principals shall have relevant experience in Records Storage, Retrieval and Destruction Services. Project manager assigned to the work must have experience in

Records Storage, Retrieval and Destruction Services and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

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

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

2.18 Lobbying Activities

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

2.19 Local Business Preference

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

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

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

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

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

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

2.19.5 Definitions

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

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

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

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

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

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

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place

of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Proposer who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

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

2.22 Public Entity Crimes

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

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract

award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

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

2.24 Proposal Security – N/A

2.25 Payment and Performance Bond – N/A

2.25 Insurance Requirements

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

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

2.26.4 Insurance Certificate Requirements

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

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

The Certificate Holder should read as follows:

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

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

the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Award of Contract

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

2.28 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.29 Damage to Public or Private Property

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

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

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

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

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

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

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may

excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

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

2.33 News Releases/Publicity

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

2.34 Manufacturer/Brand/Model Specific Request – N/A

2.35 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for one (1), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 Cost Adjustments – N/A

2.37 Service Test Period

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

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

2.38 Contract Coordinator

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

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.

- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

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

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

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

2.40 Substitution of Personnel

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

2.41 Ownership of Work – N/A

2.42 Condition of Trade-In Equipment – N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.44 Verification of Employment Status – N/A

2.45 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.46 Warranties of Usage

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

2.47 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Definitions

- 3.1.1 Contractor** – Vendor(s) or firms who submit a Request for Proposal (RFP) including the Contractor who is currently servicing the contract.
- 3.1.2 Data Entry** – The Contractor picks up a new box from the City, the Contractor inputs identifying information about the new box into the Contractor’s Computer system.
- 3.1.3 New Box Pickup** – Contractor picks up a box from the City, which is a new box and hasn’t been placed into records storage before
- 3.1.4 Destruction from inventory** – The City requests that the Contractor permanently take a City Records box that has met its State Retention requirements, out of storage and then the Contractor cross shreds or shreds the box.
- 3.1.5 Destruction (not in inventory)** – The City requests that the Contractor permanently take a City Records box that has met its State Retention requirements, from City buildings, not in storage inventory, and then the Contractor cross shreds or shreds the box.
- 3.1.6 Permanent Removal** – The City requests that the Contractor permanently remove items from storage inventory when needed.
- 3.1.7 Reshelving** - means Contractor puts a box back on the Contractor’s shelf after picking the box up from the City, to whom the box was originally delivered to by the Contractor.
- 3.1.8 Retrieval** – means taking a box from Contractor’s storage facility and delivering the box to the City.
- 3.1.9 Returns** – means a box that has been retrieved and delivered to the City by the Contractor and can now be picked up by the Contractor and returned to the Contractor’s records storage facility.
- 3.1.10 Standard Retrieval** – means next business day delivery and/or pick up by the Contractor to/from the City.
- 3.1.11 Courier/Driver Handling** – Cost of handling city records (retrievals/returns) per box.
- 3.1.12 Rush Retrieval** – means same day delivery within 4-6 hours by the Contractor to the City.
- 3.1.13 Trip Charge-Standard Delivery** - Cost of trip to City location for standard 24 hr. delivery per specs.
- 3.1.14 Trip Charge - RUSH delivery** -Cost of Trip to City location for RUSH, same day delivery per specs.
- 3.1.15 Current City boxes** – boxes that have already been placed into storage by the Contractor for the City.
- 3.1.16 Standard-size box** – 12 1/2” x 10 1/2” x 16” – 1.2 cubic feet

3.1.17 Plan Bags – 2.4 cubic feet

3.1.18 Plan Box – 10" x 10" x 36" – 2.08 cubic feet

3.1.19 Rack – Individually wrapped plans. Sizes vary depending on the size of the plan. These are wrapped in clear plastic and too large to fit in plan bags

3.2 Scope of Work

The City of Fort Lauderdale is seeking a qualified Contractor to store the City's current and future records at Contractor's own facility and also provide records retrieval, return and destruction services to the City.

3.2.1 Specifications for Records Storage:

a. Under the supervision of the City's Records Management Liaison Officer, the successful Contractor awarded this RFP will, if applicable, provide all equipment, materials, labor and transportation necessary to load and transport all existing City records from the City's current Contractor's storage facility located in West Palm Beach, Florida. They will transfer, inventory (or catalog), and reshelve and/or re-label those records at the Contractor's storage facility. The initial pick-up and transfer of documentation consists of approximately 26,819 Standard size boxes of City records, approximately 340 check-size boxes, 727 racks and 621 plan-size and odd-size boxes of records. These numbers are estimates and are for information and tabulation purposes only; no warranty or guarantee of quantities needed is given or implied.

b. Security: Contractor shall be responsible, at its sole expense, for providing any and all precautions necessary to ensure the security and safety of the City's records: when transferring the City's records to Contractor's storage facility, while in storage at the Contractor's facility, when redelivering requested records to the City during the retrieval process, and when picking up those retrieved boxes to be returned to storage.

c. Contractor's storage facility must meet all of the State of Florida and local building and zoning regulations. The storage facility must meet the requirements of A.S.C.E. (American Society of Engineers) 7-02 as adopted by the 2004 Florida Code, for wind resistive standards of building construction, with particular attention to the exterior walls and roof structure. A letter from a licensed architectural or engineering firm, substantiating adherence to this criteria must be submitted with bid response for each of the Contractor's storage facilities. The letter should substantiate that the Contractor's storage facility where the City records will be stored, is at the minimum, constructed to withstand category three-hurricane force wind and impact. It is also desired that the Contractor's storage facility be located outside of a designated Hurricane Evacuation area and to be sufficiently secure to prevent potential flood damage to City records.

d. Contractor's storage facility will have a security alarm system, will have fire sprinklers and will also have fire extinguishers placed and marked in accordance with Fire Department regulations throughout the facility. Contractor should also have regular (once a month) pest control services in the records storage area. Records storage area is preferred to be air-conditioned. Also, the storage of City boxes will start at no less than 2 feet from the floor. The Contractor must plan to have enough space at their storage facility to accommodate the projected City's needs during the course of this contract, while still providing the same services under the same conditions.

e. Contractor's storage facility must have a minimum of 38,400 cubic feet of additional storage for the City's present and future records storage needs. 38,400 cubic feet is just a measure of total volume and does not include the area around the boxes required by the State of Florida building code.

f. On Site Visit: The City reserves the right to make an on-site visit to the Contractor(s) the City deems as eligible for the final contract award. The on-site visit will be by qualified City Personnel to make sure the Contractor can perform up to the requirements listed in this RFP. If the proposed site is deemed unacceptable or the vendor is deemed unable to meet the bid specifications by the City, the Contractor may be deemed non-responsible. The City also reserves the right to visit the Contractor's storage facility after the contract award, without prior notice to the Contractor.

g. Facility Access: Contractor shall ensure limited access to City records by Contractor's personnel and protect City records from theft, unauthorized reproduction or distribution, loss or damage.

h. Transport of City Documents: All City documents must be transported in closed, preferably air-conditioned vehicles. If magnetic media is involved, all transport must be placed in magnetic media containers within the vehicles.

i. Ordering and delivery times: The City will have, at the minimum, until 3 pm on any business day to process orders through the Contractor and the Contractor will, when applicable, deliver/retrieve to the City its records by 3:30 pm the following business day. Over 90% of the orders requested from the City will be the standard next day retrieval/return type.

j. Records Retrieval/Return/New Box/Racks Storage Services: Contractor will provide Retrieval/Return and New Box Pickup service of City records from all City departments for storage. Pickup services may be on an as needed, weekly or bi-monthly service. Contractor shall not pick up any records that have not been authorized by the City's Records Management Liaison Officer or designee. Retrieval/Return and New Box Pickup service orders will be accomplished by email or Contractor's automated ordering system.

1) Standard Retrieval/Returns of current City boxes/racks in storage have averaged approximately 43 separate transactions per month for the last few years; almost all of these transactions were requested on an as needed basis. (The City has averaged 337 boxes/racks delivered monthly from storage and returned to storage in FY 2022). The Contractor will charge the City one standard delivery retrieval/return charges (if applicable when boxes/racks are delivered and picked up at the same City location on the same date and time).

2) New Box pickup services will be scheduled on an as needed basis. All pickups will be coordinated through the City's Records Management Liaison Officer or designee. Based on departmental estimates, the Contractor may be requested to pick up and deposit into their storage facility 1270 new boxes/racks per year. Based on historical activity, the Contractor may be requested to pick up and deposit into their storage facility 10 Plan bags annually.

The figures for Records Retrieval/Returns and New box/rack pickup are estimates and

are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied.

k. Inventory Reports: Contractor will be responsible for maintaining a current inventory of all City records stored at Contractor's facility and will provide the City's Records Management Liaison Officer with a monthly inventory report, including a current inventory list, new box input report and a monthly transaction report. Contractor will be required to work with the City's Records Management Liaison Officer or designee in developing an inventory report, which will best serve the City's needs. Proposers shall provide a sample of their inventory reports with their bid.

l. Contractor will be responsible for retrieving records for City personnel and delivering those records to specified City Departments. The City's Records Management Liaison Officer or designee will coordinate all City requests for records from the Contractor and the delivery of such records to the requesting departments by the Contractor. Contractor will not accept any requests for records retrieval from any other person except the City's Records Management Liaison Officer or designee. Request requirements may vary with regard to quantity of records and deadlines.

m. The City will supply the Contractor with a retention schedule to be followed for its records. Contractor shall be responsible for providing the City with a list of records that are nearing their maximum retention period (not less than one hundred and twenty (120) days in advance) and which may be ready for destruction upon the City's request.

n. Contractor will provide records destruction services at Contractor's facility upon receipt of written permission from the City of Fort Lauderdale's Records Management Liaison Officer or designee. The City's Records Management Liaison Officer will coordinate all records destruction activities with Contractor. No records shall be destroyed without prior written approval. The City's Records Management Liaison Officer will provide all appropriate documentation for City Departmental approvals and forward all approvals to the Contractor in order to proceed with records destruction. The Contractor must provide the City with a signed Destruction Certificate detailing the amount of records destroyed including the Department name, the date of destruction and when destruction is complete. Contractor will also provide as a part of their proposal, a detailed description of the proposed records destruction method that will be used for the City's records. The successful Contractor's method of destruction is subject to modification and approval by the City.

o. The Contractor will provide with each retrieval/return to the City a packing slip/delivery ticket. The packing slip/delivery ticket will detail the account number, work order number, number of boxes retrieved/returned, box number(s) delivered, pick-up location, date and time.

p. The City of Fort Lauderdale is currently using a standard 12-1/2" x 10-1/2" x 16", 1.2 cubic feet, all-in-one, corrugated banker storage box with insert handles. The City may continue to supply its Departments with these boxes. Proposer is requested to submit as a part of its proposal a price for a box of equal size and quality. Proposer shall submit a price based on an estimated quantity of 2,000 boxes per year and be required to provide a sample box to the City, after bid opening, should the City request it. The City reserves the right to accept or reject Proposer's box if in the City's determination it is not in the best interests to accept.

q. Contractor will assist the City's Records Management Liaison Officer in inventorying City records during the initial move and after the initial move, if needed. If there is a charge for assisting the City Records Management Liaison Officer in inventorying City records, please indicate in the Proposal Page – Cost Proposal, Items 27 & 28.

r. The Contractor will provide to the City "off-hours" emergency contact phone numbers in case an emergency arises and access to City records stored at the Contractor's facility is needed.

s. **Transfer of documents at the end of the contract:** Should the City award to a new Contractor, within 30 calendar days the current Contractor will be required to provide all equipment, materials, labor and transportation that may be necessary to unshelve all existing City records from the City's current Contractor's storage facility, place the City boxes/inventory on pallets, have these pallets of inventory shrink wrapped, and placed on loading dock for the new Contractor to pick-up. Current vendor will produce a manifest indexing each box/inventory on each pallet.

t. It is optional for the Contractor to have an online accessible inventory management system that would enable the City's Records Management Liaison Officer access to check on the availability of records in storage and facilitate records requests, if needed. If such system exists Contractor shall provide the City's Records Management Liaison Officer and his/her designee with training in how to access this information.

3.3 Pricing

The Contractor will be responsible for all costs incurred in the performance of all Contract services as detailed in the RFP. These costs include, but are not limited to: all materials, equipment, labor, transportation, pick-up, re-delivery of City records, and records storage facilities.

The total cost to the City shall be based on pricing in Section VI – Cost Proposal Page.

Proposers shall submit pricing as below detailed. Proposals shall reflect the total cost to the City per unit and the total extended cost, where applicable. **Contractor shall complete this information on the Pricing pages included in the RFP.**

a. Initial cost of the transfer, inventorying and re-shelving of an estimated 26,819 standard-size boxes, 727 racks, 340 check-size boxes, and 621 plan-size boxes and odd-size boxes of records to the Contractors storage facility. These costs should include all Contractors' costs including all equipment, labor, materials and transportation. Pricing section, number 1.

b. Cost for the current Contractor to remove the estimated 26,819 standard-size boxes, 727 racks, 340 check-size boxes, and 621 plan-size boxes and odd-size boxes from the storage facility. Pricing section, number 2.

c. Cost to store boxes/racks/plan/check boxes/plan bags/odd sized plan boxes: monthly. Pricing section, numbers 3, 4, 5, 6 and 7.

d. Cost to store City records in fireproof/waterproof vault: monthly. Please quote, in the Pricing section, number 8.

e. Cost for "standard" (24 hour) retrieval service, all inclusive (from the time request is

received by Contractor), and how many boxes/racks are included in this price. If your service is different from the time frames above, please state what your turnaround service time is and how many boxes/racks are included in this price. The City has under its current contract requirements the ability to have box/rack returns picked up at the same location and at the same time as when box/rack retrieval is delivered, if needed. Example, if a City Department has a standard delivery retrieval scheduled, the contractor will also be required to pick up any box/rack returns or new box/rack pickups at the same time, if requested, by the City Department. Any deviation to this requirement must be explained under variances in your proposal as it relates to the Pricing section, number 9.

f. The City estimates that an annual volume of 1,270 boxes/racks/check boxes/plan bags of new City records will need to be stored per year. The City is requesting that Proposer's provide the City with the pick-up price per item from various City departments. Please quote, in the Pricing section, number 10.

g. Cost for retrieval, all inclusive, if records are picked up from and re-delivered to Contractor's storage by a City employee and or Contractor's courier/driver. This cost should be broken down to reflect Contractor charge to pull the box/rack off the shelf and re-shelve box/rack. Pricing section, numbers 11, 12 and 13.

h. Cost for "rush retrieval" (4-6 hour) retrieval service, all inclusive (from the time request is received by Contractor), and the maximum number of boxes/racks/check boxes/plan bag included in this price. Pricing section, number 14.

i. Cost to destroy City records in storage inventory and not in storage inventory, all inclusive (per item), upon receipt of written approval. City reserves the right to be present at time of destruction and inspect records that are being destroyed. If pricing is different, please quote in pricing section, number 15.

j. Contractor to provide a price per item to permanently remove records from their inventory and storage facility at the end of this contract or as needed at the request of the City. Permanent removal shall include the un-shelving of the cartons. Pricing section, number 16.

k. Cost for Data Entry of City Records, both the initial move (New Contractors) and after the initial move (All Contractors). Cost for after the initial move is Data Entry for all new boxes/racks/check boxes/plan bag. Pricing section, numbers 17 and 18.

l. Cost to purchase a minimum of 2,000 standard boxes, if Contractor can store boxes in house. If not, please quote cost per box in pricing section, numbers 19, 20, 21 and 22.

m. Cost to purchase standard storage boxes, plan boxes, and plan bags as needed, per box. Pricing section, numbers 21 and 22.

n. Cost for Contractor to assist the City's Records Management Liaison Officer in packing/repacking boxes of records, if necessary, at some other City departmental location. Please quote a price for the above on a per box basis for: 1) the initial move, or, 2) any time during the length of the contract. Pricing section, numbers 23 & 24.

o. Cost for Contractor to assist the City's Records Management Liaison Officer in inventorying City records on a per item basis for: 1) the initial move, or, 2) any time during

the length of the contract. Pricing section, numbers 25 & 26.

p. At times it may be necessary for designated City employees to have frequent access to large volumes of records. To minimize the costs in these cases, the City, may elect to send that employee directly to the Contractor's storage facility to perform their research and retrieve any item(s) as necessary.

Please quote on this type of service and include in your proposal any restrictions your company may require. No City employee will be given access to City records at the Contractor's facility without prior written permission from the City's Records Management Liaison Officer, or his/her designee. The City's Records Management Liaison Officer, or his/her designee, will coordinate all requests for records including requests by City employees to visit the Contractor's facility and will notify the Contractor of such an occurrence. Pricing section, number 27.

q. Cost for training City's Records Management Liaison Officer and his/her designee, if applicable, in accessing Contractor's online accessible inventory management system. Pricing section, number 28.

r. Cost of standard delivery trip for courier/driver to deliver/pickup to/from City locations for standard 24 hr. delivery per specs. Pricing section, number 29.

s. Cost of RUSH trip for courier/driver to deliver/pickup to/from City locations for RUSH 4-6 hours delivery per specs. Pricing section, number 30.

t. Additional Services: Should the Contractor offer additional services not listed then these services should be identified, and pricing given. Pricing section, numbers 33 & 34.

3.4 Time for Performance/Penalties for Contractor Delays

Contractor shall have a turnaround time for pick-up and delivery of City Records as indicated on the requests sent by the City's Records Management Liaison Officer in accordance with bid specifications, i.e.: emergency, same day, or standard (next day) service. The Contractor at his/her sole expense shall correct contractor errors within two (2) working days of notification of such errors by the City. Compliance to these deadlines is essential and any delays on the part of the Contractor will be subject to a penalty of \$100.00/per day, beyond the normal deadlines as outlined in this bid. Any delay caused by "force majeure", or circumstances beyond the Contractor's control will be exempt from this penalty, provided the Contractor provides the City with proof of such a delay.

3.5 Sample Requirement

The City will require a sample of the Contractor's inventory report that will be provided to the City's Records Management Liaison Officer on a monthly basis. This inventory report should include a current monthly inventory, also a new box input monthly report and a total monthly transaction report. This inventory sample shall be provided as a part of the Contractor's RFP response.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from the [City's on-line strategic sourcing platform](#). Proposers are strongly encouraged to read the supplier tutorial available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a proposal to ensure familiarity with the use of the [City's on-line strategic sourcing platform](#). The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP, such as turnaround service times and quantities included in this estimate, compliance with the security and building requirements, confirmation of the additional storage requirements, sample reports, etc.. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption

applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.6 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues

of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas, and methodology. Describe your proposed approach to the project.

The Proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

4.2.5 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.

- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)

This form is to be completed, if applicable, and inserted in this section.

G. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

H. E-Verify Affirmation Statement

This form must be completed and returned with your proposal.

I. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

J. W-9 for Proposing Firm

This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org

Provide PDF of current page with your proposal.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be in attendance at scheduled evaluation meetings. Meetings may be in person or virtual. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct virtual interviews and/or require virtual oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Understanding of the overall needs of the City for such services, as presented in the narrative proposal and proposers answers to questions found in this RFP, to accomplish the work required, accurately and efficiently. This will include pro-active problem identification and effective solutions of providing the services, facilities and resources.	35%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services.	35%
Cost to the City	30%

TOTAL PERCENT AVAILABLE:	100%
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5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer agrees to supply the products and services at the prices proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials, and parts.

Item #	Description	Estimated Quantity	Unit	Unit Price
1	Initial Transfer Costs – New Contractor , per specs.	28,507	Ea.	\$
2	Initial Transfer Costs – Current Contractor . Cost of providing assistance in records removal, per specs.	28,507	Ea.	\$
3	Storage Cost per Standard Box – Monthly Cost for 27,546 boxes times 12 months = 330,552 to be used for an annual cost. Boxes are the standard size of 1.2 cubic feet.	330,552	Box	\$
4	Storage Cost per Rack – Monthly Cost for 727 boxes times 12 months = 8,724 to be used for an annual cost.	8,724	Rack	\$
5	Storage Cost per Plan Bag - Monthly Cost for 15 Bags times 12 months = 180 to be used for an annual cost. Bags are 2.4 cubic feet.	180	Bag	\$
6	Storage Cost per Box (Check) , per specs. Monthly Cost for 340 check boxes times 12 months = 4,080 to be used for an annual cost. (24" x 9" x 4")	4,080	Box	\$
7	Storage Cost per Plan Box (Odd Sizes) , 10" x 10" x 36" or other odd sizes, per specs. Monthly Cost for 621 plan and odd size boxes times 12 months = 7,452 Boxes to be used for an annual cost. Plan boxes are 2.08 cubic feet.	7,452	Box	\$
8	Vault Storage - Cost to store City records in fireproof/ waterproof vault. Unit cost per month times 12 months.	211	Mths.	\$

9	Standard Retrieval – Cost of “standard” retrieval per box/rack (24 hr.) per specs. Est. quantity includes box retrievals and returns. State any variation, if applicable, from City’s “standard” definition.	4,044	Box	\$
10	New Pickup for Storage – Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan boxes (10" x 10" x 36"), check boxes (24" x 9" x 4"), plan bag (2.4 cubic feet) & racks	1,270	Item	\$
11	Courier/Driver Handling – Cost of handling city records (retrievals/returns) per box.	9,358	Box	\$
12	Reshelving – Cost of reshelving City records, per box.	4,044	Box	\$
13	Retrieval /Pickup /Re-Delivery – Cost of retrieval service/pickup and re-delivery by City employee, per specs.	1	Box	\$
14	Rush Retrieval – 4-6 Hours , Cost for same day retrieval (4-6 hours), per specs.	24	Box	\$
15	Record Destruction – Cost to destroy City records, all-inclusive/ per specs.	1,660	Box	\$
16	Permanent Removal – Cost to permanently remove City records, including un-shelving the records, upon completion of contract.	1,716	Box	\$
17	Data Entry – New Contractor – Initial Move , Cost for data entry services, per specs.	28,507	Box	\$
18	Data Entry – All Contractors – After Initial Move, Cost for Data Entry Services, per specs.	28,507	Box	\$
19	Purchase Standard Storage Boxes – all-in-one or 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"	2,000	Box	\$
20	Purchase standard storage boxes with City Logo -- All in one or 2-piece, corrugated, banker storage box with 1-color City name and logo - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"	2,000	Ea.	\$
21	Purchase Storage Boxes – Plan Box, 2.08 cubic feet, 10" x 10" x 36"	1	Box	\$

22	Cost to purchase plan bag -- Bags are 2.4 cubic feet. Plastic sealable bag - 15" x 48"	1	Bag	\$
23	Packing/Re-Packing – Initial Move – Cost for Contractor to provide packing/repacking services to City, per specs.	1	Box	\$
24	Packing/ Re-packing – Other , Cost for Contractor to provide packing/repacking services to the City, per specs.	1	Box	\$
25	Inventory – Initial Move , Cost for Contractor to provide assistance with inventorying City records, per box, per specs.	28,507	Box	\$
26	Inventory – After Initial Move , Cost for Contractor to provide assistance with inventorying City records, per specs.	28,507	Box	\$
27	Employee Access – Cost for City employees access/ research at Contractors facility, per specs. If you have restrictions for this type of service, please provide details.	1	Ea.	\$
28	Training – Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.	1	Ea.	\$
29	Trip Charge-Standard Delivery - Cost of trip to City location for standard 24 hr delivery per specs.	512	Ea.	\$
30	Trip Charge - RUSH delivery -Cost of Trip to City location for RUSH, same day delivery per specs	24	Ea.	\$
31	Storage Cost -- Monthly cost to store empty, unused, standard Storage boxes, all in one or 2-piece, corrugated, banker storage box.	12	Ea.	\$
32	Delivery of Empty Standard Storage boxes -- Cost to deliver empty storage boxes (Line item 18/34) from storage on an as needed basis to City Employees, per order	1,800	Ea.	\$
33	Additional Goods / Services 1 -- Cost for resealable plan bags	1	Ea.	\$
34	Additional Goods / Services 2 -- Scanning (per page)	1	Ea.	\$
TOTAL:				\$

Submitted by:

Name (printed)

Signature

Date

Title