# AGREEMENT FOR RECORDS STORAGE, RETRIEVAL AND DISPOSAL SERVICES

THIS AGREEMENT, made this 5th day of July, 2023, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Access Information Management Corporation, a Massachusetts corporation authorized to transact business in the State of Florida ("Contractor"), whose address and phone number are 500 Unicorn Park Drive, Suite 503, Woburn, MA 01801, Phone: (954) 774-8276, Email: Clientsupporteast@accesscorp.com, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide to the City Document and Records Storage, Retrieval and Disposal Services, (the "Work"), and the City and the Contractor covenant and agree as follows:

#### WITNESSETH:

#### I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Solicitation Event # 7-2, Records Storage, Retrieval & Disposal Services, including any and all addenda, prepared by the City of Fort Lauderdale, ("Exhibit A").
- (2) The Contractor's proposal dated December 12, 2022, ("Exhibit B"), except that any and all language contained in Exhibit B suggesting that Exhibit B is confidential or copyright-protected, including the following notation, shown here as stricken: Gepyright © 2022 Access Confidential, is rejected and hereby deleted by this reference.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated July 5, 2023, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

#### II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all

labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

#### III. TERM OF AGREEMENT

The initial contract period shall commence on July 5, 2023, and shall end on July 4, 2026. The City reserves the right to extend the contract for one additional one-year term, 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 the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of such fiscal year shall be subject to and conditioned on both the appropriation and the availability of funds.

#### IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Contractor from City under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B.** Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, which shall not be unreasonably withheld, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

#### C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party

identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective sixty (60) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

### D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### F. Insurance

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 the Contractor's 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 from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best

rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not 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 exposure, 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.

The following insurance policies and coverages are required:

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### **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

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Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds 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 or the City's officers, employees, and volunteers.

#### **Business Automobile Liability**

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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 (2022). 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 and the City's officers, 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.

### **Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) 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 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/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

The Contractor has the sole responsibility for the payment of 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.

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.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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.

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.

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. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

#### G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or

Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

### I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

### J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, Contractor shall retain the books, records, and accounts until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and

accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

### L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

#### N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or

threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

### P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

### Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

### S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

#### T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of

\$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

### U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.

### V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

#### W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

#### Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### Z. <u>Uncontrollable Circumstances ("Force Majeure")</u>

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:

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

#### AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a

boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

### BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE:

954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City 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 Agreement term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, 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.

### CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

### DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- 1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the

person or entity.

- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- 5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI.DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

Greg Chavarria, City Manager

Approved as to form and correctness:

4

WITNESSES:

ACCESS INFORMATION

**MANAGEMENT** 

CORPORATION

By: (

Andrea Bollefer, Senior Vice President - Client

Success and New Business

Monica main

Print Name

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### 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

### 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 questionarre?	Yes No	RFP Questionairre -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?		
Attach references per RFP Section 4.2.5 Have you attached the required form?	Yes No	References.pdf

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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 previoefforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.  Have you attached the required information?	us •	
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 Disadvantaged Business Enterprise Preference (DBEP) form. Has this form been completed and attached?	the 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.l, 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	

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# **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
Amendme	ent #2	Display Only	y	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 per specifications

**Description:** 

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

Code:

Manufacturer MFC **Division:** DIV

Code:

Quantity: 28,507.0000 Unit of EA

Measure:

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

Add On No: Charges Allowed:

### Line 2: Initial Transfer Costs - Current Contractor

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

Initial Transfer Costs - Current Contractor

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

**Description:** 

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

Code:

**Manufacturer** MFC **Division:** DIV

Code:

Quantity: 28,507.0000 Unit of EA

Measure:

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

Add On No Charges Allowed:

# **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 958-82

Records Management Services (Including Document Management S

Code:

**Manufacturer** MFC

Division: DIV

Code:

Quantity: 330,552.0000

Unit of BX

Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

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

**Description:** 

Commodity 958-82

Records Management Services (Including Document Management S

Code:

Manufacturer MFC

Division: DIV

Code:

Quantity: 8,724.0000

Unit of EA Measure:

Require Yes

Price Breaks No Allowed:

Allow Alternate No Responses:

Response:

Add On No

Charges Allowed:

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

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

**Manufacturer** MFC

**Division: DIV** 

Code:

Quantity: 180,0000

Unit of EA Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

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

Commodity 958-82

Records Management Services (Including Document Management S

Code:

**Manufacturer MFC** 

Code:

**Division:** DIV

Quantity: 4,080.0000

Unit of EA Measure:

Require Yes

Response:

Price Breaks No Allowed:

**Allow Alternate** No Responses:

Add On No Charges Allowed:

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

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

Code:

**Manufacturer** MFC

**Division: DIV** 

Code:

Quantity: 7,452,0000

Unit of EA Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

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

Description:

Commodity 958-82

Records Management Services (Including Document Management S

Code:

**Manufacturer** MFC

Division: DIV

Code:

**Quantity: 211.0000** 

Unit of MO

Measure:

Require Yes Response:

Price Breaks No

Allowed:

Allow Alternate No Responses:

Add On No Charges
Allowed:

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

Commodity 958-82

Records Management Services (Including Document Management S

Code:

Manufacturer MFC

Division: DiV

Code:

**Quantity:** 4,044.0000

Unit of EA Measure:

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Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

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

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

Code:

Manufacturer MFC

Code:

**Division:** DIV

**Quantity: 1,270.0000** 

Unit of EA Measure:

Require Yes

Response:

Price Breaks No. Allowed:

**Allow Alternate** No Responses:

Add On No Charges Allowed:

# Line 11: Courier/Driver Handling

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

Courier/Driver Handling

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

Code: -

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

Code:

Manufacturer MFC

**Division: DIV** 

Unit of EA

Quantity: 9,358.0000

Measure:

Require Yes Response:

Price Breaks No Allowed:

**Allow Alternate No** Responses:

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

Manufacturer MFC Division: DIV

Code:

Quantity: 4,044.0000 Unit of EA

Measure:

Price Breaks No Allow Alternate No Require Yes 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:** 

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

Code:

**Manufacturer** MFC **Division: DIV** 

Code:

**Quantity: 1.0000** Unit of EA

Measure:

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

Add On No Charges Allowed:

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### Line 14: Rush Retrieval

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

Rush Retrieval

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

**Description:** 

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

Code:

Manufacturer MFC Division: DIV

Code:

Quantity: 24.0000 Unit of EA

Measure:

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

Add On No Charges Allowed:

### **Line 15: Record Destruction**

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

**Record Destruction** 

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

**Description:** 

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

Code:

Manufacturer MFC Division: DIV

Code:

Quantity: 1,660.0000 Unit of EA

Measure:

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

Add On No Charges Allowed:

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

Commodity 958-82

Records Management Services (Including Document Management S

Code:

**Manufacturer MFC** 

**Division:** DIV

Code:

Quantity: 1,716.0000

Unit of EA

Require Yes

Measure:

Price Breaks No

Allow Alternate No Responses:

Response:

Allowed:

Add On No Charges Allowed:

### **Line 17: Data Entry - New Contractor**

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

Data Entry - New Contractor

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

Description:

Commodity 958-82

Records Management Services (Including Document Management S

Code:

**Manufacturer MFC** 

**Division:** DIV

Code:

Quantity: 28,507.0000

Unit of EA

Require Yes

Measure:

Response:

Price Breaks No Allowed:

Allow Alternate No **Responses:** 

Add On No

Charges

Allowed:

### Line 18: Data Entry - All Contractors

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

Data Entry - All Contractors

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

Commodity 958-82

Records Management Services (Including Document Management S

Code:

Manufacturer MFC

**Division:** DIV

Code:

Quantity: 28,507.0000

Unit of EA

Require Yes

Measure:

Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

### **Line 19: Purchase Standard Storage Boxes**

Description: all-in-one or 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"

Purchase Standard Storage Boxes

Long Item all-in-one or 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16" **Description:** 

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

Code:

Manufacturer MFC **Division:** DIV

Code:

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

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

# Line 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"

Purchase standard storage boxes with City Logo

Long Item 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-**Description:**  $1/2" \times 16"$ 

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

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**Manufacturer** MFC

**Division: DIV** 

Code:

**Quantity: 2,000.0000** 

Unit of EA Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No **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 Allowed: Responses:

Response: Add On No

Charges Allowed:

### Line 22: Cost to purchase plan bag

**Description:** Bags are 2.4 cubic feet. Plastic sealable bag -  $15" \times 48"$ .

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

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Page 13

Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

# 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** Cost for Contractor to provide packing/repacking services to City, per specifications.

**Description:** 

Commodity 958-82

Records Management Services (Including Document Management S

Code:

Manufacturer MFC

**Division:** DIV

Code:

Unit of EA

Measure:

Require Yés

Price Breaks No Allowed: Allow Alternate No Responses:

Add On No

**Quantity: 1.0000** 

Charges

Response:

Allowed:

### Line 24: Packing/ Re-packing

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

Packing/ Re-packing

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

Commodity 958-82

Records Management Services (Including Document Management S

Code:

Manufacturer MFC

Division: DIV

Code:

Unit of EA

**Quantity: 1.0000** 

Measure:

Require Yes

Price Breaks No Allowed:

Allow Alternate No Responses:

Response:

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

Description:

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

Code:

**Division:** DIV Manufacturer MFC

Code:

Quantity: 28,507.0000

Unit of EA Measure:

Require Yes Price Breaks No

Allow Alternate No. Allowed: Responses: Response:

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

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

Manufacturer MFC **Division: DIV** 

Code:

Unit of EA Quantity: 28,507.0000 Measure:

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

Add On No Charges Allowed:

### **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 Cost for City employees access/research at Contractors facility, per specifications. If you have restrictions for this

**Description:** type of service, please provide details.

Records Management Services (Including Document Management S

**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 28: Training

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

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

Allow Alternate No

Responses:

Description: online system.

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.

Response: Allowed:

Add On No Charges Allowed:

# Line 29: Trip Charge - Standard Delivery

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

Trip Charge - Standard Delivery

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

**Description:** 

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

Code:

Manufacturer MFC Division: DIV

Code:

**Quantity:** 512,0000 Unit of EA

Measure:

Require Yes

Price Breaks No Response:

Allow Alternate No Allowed: Responses:

Add On No Charges Allowed:

# 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** Cost of Trip to City location for RUSH, same day delivery per specifications.

**Description:** 

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

Code:

**Manufacturer** MFC **Division:** DIV

Code:

**Quantity: 24.0000** Unit of EA

Measure:

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

Add On No Charges Allowed:

# Line 31: Storage Cost

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

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Storage Cost

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

Description: box.

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

Code:

**Manufacturer** MFC Division: DIV

Code:

**Quantity: 12.0000** Unit of EA

Measure:

Require Yes Price Breaks No

Allow Alternate No-Response: Allowed: Responses:

Add On No Charges Allowed:

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

**Description:** order

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

Code:

**Manufacturer** MFC **Division:** DIV

Code:

Unit of EA

Quantity: 1,800.0000 Measure:

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

Add On No Charges Allowed:

### Line 33: Additional Goods / Services 1

**Description:** Cost for resealable plan bags.

Additional Goods / Services 1

Long Item Cost for resealable plan bags.

**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 Allowed:

Allow Alternate No Responses:

Response:

Add On No
Charges

Allowed:

# Line 34: Additional Goods / Services 2

**Description:** Scanning (per page)

Additional Goods / Services 2

**Long Item** Scanning (per page) **Description:** 

\_ ......

Commodity 958-82 Rec

Code:

Records Management Services (Including Document Management S

**Manufacturer** MFC

Code:

Division: DIV

COUCI

**Quantity: 1.0000** 

Unit of EA Measure:

Require Yes Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

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

For information concerning technical specifications, please utilize the question / answer feature provided by the <u>City's on-line strategic sourcing platform</u>. 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 <u>City's on-line strategic sourcing platform</u> 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 <u>City's on-line strategic sourcing platform</u> 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 <u>City's on-line strategic sourcing platform</u>.

#### 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 END OF SECTION City's on-line strategic sourcing platform before the Last Day for Questions indicated in the

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#### **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?nodeld=COO

R 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:

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

#### 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:

  <a href="https://library.municode.com/fl/fort-lauderdale/codes/code-of-ordinances?nodeld=COO-R-CH2AD-ARTVFI\_DIV2PR\_S2-182DIREPRAWINAW.">https://library.municode.com/fl/fort-lauderdale/codes/code-of-ordinances?nodeld=COO-R-CH2AD-ARTVFI\_DIV2PR\_S2-182DIREPRAWINAW.</a>

#### 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 contact, 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.

1.7.31.

- 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 standardsize 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
- **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.
- I. 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.

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#### 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 <u>City's on-line strategic sourcing platform</u>. 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 <u>City's on-line strategic sourcing platform</u>. 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.
- 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.
- 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: <a href="https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award">https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award</a>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <a href="https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results">https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results</a>, 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 rescore 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%
TO IT LE COLITY TO THE COLL	·	

# 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.			
4	Storage Cost per Rack – Monthly Cost for 727 boxes times 12 months = 8,724 to be used for an annual cost.	330,552 8,724	Box 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.	\$

20	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"  Purchase Storage Boxes – Plan Box, 2.08 cubic feet, 10"	2,000	Ea.	\$
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"  Purchase standard storage boxes with City Logo All	2,000	Вох	\$
18	Data Entry – All Contractors – After Initial Move, Cost for Data Entry Services, per specs.	28,507	Вох	\$
17	Data Entry – New Contractor – Initial Move, Cost for data entry services, per specs.	28,507	Вох	\$
16	Permanent Removal – Cost to permanently remove City records, including un-shelving the records, upon completion of contract.	1,716	Box	\$
15	Record Destruction – Cost to destroy City records, all-inclusive/ per specs.	1,660	Box	\$
14	Rush Retrieval – 4-6 Hours, Cost for same day retrieval (4-6 hours), per specs.	24	Box	\$
13	Retrieval /Pickup /Re-Delivery – Cost of retrieval service/pickup and re-delivery by City employee, per specs.	1	Box	\$
12	Reshelving – Cost of reshelving City records, per box.	4,044	Box	\$
11	Courier/Driver Handling – Cost of handling city records (retrievals/returns) per box.	9,358	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	ltem	\$
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	Вох	\$

Cost to purchase plan bag – Bags are 2.4 cubic feet. Plastic sealable bag - 15" x 48"  Packing/Re-Packing – Initial Move – Cost for Contractor to provide packing/repacking services to City, per specs.  Packing/ Re-packing – Other, Cost for Contractor to provide packing/repacking services to the City, per specs.  Inventory – Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specs.  Inventory – After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specs.  Inventory – After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specs.  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.  Training – Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.  Trip Charge-Standard Delivery - Cost of trip to City location for standard 24 hr delivery per specs.  Trip Charge - RUSH delivery - Cost of Trip to City location for RUSH, same day delivery per specs  Storage Cost Monthly cost to store empty, unused, standard Storage boxes, all in one or 2-piece, corrugated,	
Packing/Re-Packing – Initial Move – Cost for Contractor to provide packing/repacking services to City, per specs.  Packing/ Re-packing – Other, Cost for Contractor to provide packing/repacking services to the City, per specs.  Inventory – Initial Move, Cost for Contractor to provide assistance with inventorying City records, per box, per specs.  Inventory – After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specs.  Inventory – After Initial Move, Cost for Contractor to provide assistance with inventorying City records, per specs.  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.  Training – Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.  Trip Charge-Standard Delivery - Cost of trip to City location for standard 24 hr delivery per specs.  Trip Charge - RUSH delivery -Cost of Trip to City location for RUSH, same day delivery per specs  24 Ea. \$  Storage Cost Monthly cost to store empty, unused,	
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for RUSH, same day delivery per specs  24 Ea. \$  Storage Cost Monthly cost to store empty, unused,	•
Storage Cost Monthly cost to store empty, unused,	
banker storage box. 12 Ea. \$	
Delivery of Empty Standard Storage boxes Cost to	
32 deliver empty storage boxes (Line item 18/34) from storage	
on an as needed basis to City Employees, per order  1,800 Ea. \$	· .
Additional Goods / Services 1 Cost for resealable plan bags	
1 Ea. \$	
34 Additional Goods / Services 2 Scanning (per page)	

TOTAL: \$

Submitted by:			
	-	•	

Name (printed)	-	<del></del>	Signature	7	_
					•
Date			Title		<u>-</u>





# Response For Supplier: Access Information Management Corporation

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).

Date created: December 7, 2022 1:18:05 PM EST

Preview date:

Open date: December 2, 2022 3:30:00 PM EST

Close date: December 30, 2022 3:30:00 PM EST

Date submitted: December 16.

2022 9:25:06 AM EST

Q & A open date: December 2, 2022 3:30:00 PM EST

Q & A close date: December 9, 2022 3:30:00 PM EST

Dispute close date:

Responded To: 34 Out of 34 Lines

Total Bid Amount: 230,962.68 Response Currency: USD

# **Question Responses**

Question	Answer	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 questionarre?	Yes	RFP Questionairre -City of Fort Lauderdale signed.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	4.2.1-4.2.4.docx
Attach references per RFP Section 4.2.5 Have you attached the required form?	Yes	4.2.5.docx

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

Question	Answer	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	4.2.6.docx
Identify any subcontractors that may be utilized during the term of this contract per RFP Section 4.2.7	Yes-Access will use 3rd party Transportation for the initial volume box transition. We will follow a secure chain of custody throughout the transfer as once the material is locked in the tractor, it will only be opened by the Access Support center	4.2.7.docx
Per Section 4.2.8.A, please complete and attach the Proposal Certification form. Has this form been completed and attached?	Yes	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	Non Collusion Statement signed pdf
Per Section 4.2.8.D, please complete and attach the Non-Discrimination Certification form.  Has this form been completed and attached?	Yes	Non-Discrimination Certification Form - signed.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	Local Business Preference Certification 09- 2022 - Signed.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	Disadvantaged Business Enterprise Preference Certification signed.pdf
Per Section 4.2.8.G, please complete and attach the Contract Payment Method form. Has this form been completed and attached?	Yes	Contractor Payment by P-Card Form signed pdf

Question	Answer	and the second s	Attachment
Per Section 4.2.8.H, please complete and attach the E-Verify Affirmation Statement	Yes		E-Verify_Affirmation_Statement 09-2022 signed.pdf
form.  Has this form been completed and attached?			
Per Section 4.2.8.I, please upload a previous Insurance Certificate. Has this form been completed and attached?	Yes		4.2.8i.docx
	V		5
Per Section 4.2.8.J, please upload the W-9 of the proposing firm. Has this form been completed and attached?	Yes		Form W-9 Access Corp.pdf
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		4.2.8k.docx

# **Response Attachments**

### Attachment

Storage Proposal .pdf

### Line Responses

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

**Description:** per specifications

Initial Transfer Costs - New Contractor

Long Item per specifications

Description:

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

Quantity: 28,507.0000

Unit of Measure: EA

Bid Quantity: 28,507.0000

No Charge: Yes No Bid: No

Initial Transfer Costs - New Contractor

Comments: The Onboarding Can be included

### **Line 2: Initial Transfer Costs - Current Contractor**

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

Initial Transfer Costs - Current Contractor

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

**Description:** 

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

Quantity: 28,507.0000 Unit of Measure: EA

No Charge: No No Bid: Yes

### 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

Description: standard size of 1.2 cubic feet.

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

Quantity: 330,552.0000 Unit of Measure: BX

Bid Quantity: 330,552.0000 Unit Price: 0.2340 Extended Amount: 77,349.17

No Charge: No No Bid: No

Storage Cost per CF

Comments: Access Charge Per CF as an industry standard. 1 CF is .1950 equates to 1 Standard box = .2340

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### Line 4: Storage Cost per Rack

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

Storage Cost per Rack

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

**Description:** 

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

Quantity: 8,724.0000 Unit of Measure: EA

Bid Quantity: 8,724.0000

Unit Price: 0.2340

Extended Amount: 2,041.42

No Charge: No

No Bid: No

Storage Cost per Rack

Comments: Rack/Carton/Odd box

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

**Description:** 

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

Quantity: 180.0000 Unit of Measure: EA

**Bid Quantity: 180.0000** 

Unit Price: 0.2340

Extended Amount: 42.12

No Charge: No

No Bid: No

Storage Cost per Plan Bag

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

Description:

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

Quantity: 4,080.0000

Unit of Measure: EA

**Bid Quantity:** 4,080.0000

Unit Price: 0.2340

**Extended Amount: 954.72** 

No Charge: No.

No Bid: No

Storage Cost per Check Box

### **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 10" x 10" x 36" or other odd sizes, per specs. Monthly Cost for 621 plan and odd size boxes times 12 months

**Description:** = 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

Quantity: 7,452.0000

Unit of Measure: EA

**Bid Quantity:** 7,452.0000

**Unit Price: 1.5602** 

Extended Amount: 11,626.61

No Charge: No

No Bid: No

Storage Cost per Plan Box (Odd Sizes)

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

**Description:** 

Commodity Code: 958-82 Records

Records Management Services (Including Document Management S

Quantity: 211.0000

Unit of Measure: MO

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**Bid Quantity: 211.0000** 

Unit Price: 0.3000

Extended Amount: 63.30

No Charge: No

No Bid: No

Vault Storage

### 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 Cost of "standard" retrieval per box/rack (24 hr.) per specifications. Estimated quantity includes box

Description: retrievals and returns. State any variation, if applicable, from City's "standard" definition.

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

Quantity: 4,044.0000

Unit of Measure: EA

Bid Quantity: 4,044.0000

Unit Price: 1.5000

Extended Amount: 6,066.00

No Charge: No

No Bid: No

Standard Retrieval

# 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 Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan

Description: 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

Quantity: 1,270.0000

Unit of Measure: EA

Bid Quantity: 1,270.0000

Unit Price: 1.5000

Extended Amount: 1,905.00

No Charge: No

No Bid: No

New Pickup for Storage

Comments: Access terms - Add new boxes

### **Line 11: Courier/Driver Handling**

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

Courier/Driver Handling

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

**Description:** 

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

Quantity: 9,358.0000 Unit of Measure: EA

**Bid Quantity:** 9,358.0000

Unit Price: 1.5000

Extended Amount: 14,037.00

No Charge: No

No Bid: No

Courier/Driver Handling

Comments: Access term Transportation Handling

### Line 12: Reshelving

**Description:** Cost of reshelving City records, per box.

Reshelving

Long Item Cost of reshelving City records, per box.

Description:

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

Quantity: 4,044.0000

Unit of Measure: EA

**Bid Quantity:** 4,044.0000

Unit Price: 3.0000

Extended Amount: 12,132.00

No Charge: No

No Bid: No

Reshelving

Comments: Access Term Refiling

# Line 13: Retrieval /Pickup /Re-Delivery

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

Quantity: 1.0000 Unit of Measure: EA

No Charge: No No Bid: No

Retrieval /Pickup/Re-Delivery

Comments: If this is regarding the complete service - Access would Add the Standard Pick up/ Add new

box/Transportation handling rates together. If we redelivered - it would be Standard pick

up/retrieval/Transportation Handling

### Line 14: Rush Retrieval

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

Rush Retrieval

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

**Description:** 

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

Quantity: 24 0000 Unit of Measure: EA

Bid Quantity: 24.0000 Unit Price: 4.0000 Extended Amount: 96.00

No Charge: No No Bid: No

Rush Retrieval

### **Line 15: Record Destruction**

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

**Record Destruction** 

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

Description:

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

Quantity: 1,660.0000 Unit of Measure: EA

Bid Quantity: 1,660.0000 Unit Price: 3.0000 Extended Amount: 4,980.00

No Charge: No No Bid: No

Destruction

Comments: Access term Destruction per CF

### **Line 16: Permanent Removal**

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

Permanent Removal

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

Description:

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

Quantity: 1,716.0000 Unit of Measure: EA

Bid Quantity: 1,716.0000 Unit Price: 3.0000 Extended Amount: 5,148.00

No Charge: No No Bid: No

Permanent Removal

Comments: Access Term Permanent Withdrawal

### Line 17: Data Entry - New Contractor

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

Data Entry - New Contractor

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

**Description:** 

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

Quantity: 28,507.0000 Unit of Measure: EA

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Bid Quantity: 28,507.0000

No Charge: Yes No Bid: No

Data Entry - New Contractor

Comments: Access will include this service upon the Free up and In

### **Line 18: Data Entry - All Contractors**

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

Data Entry - All Contractors

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

**Description:** 

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

Quantity: 28,507.0000 Unit of Measure: EA

Bid Quantity: 28,507.0000 Unit Price: 0.5000 Extended Amount: 14,253.50

No Charge: No No Bid: No

Data Entry - All Contractors

Comments: Given any boxes need labeling and indexing after the free up and in - Container level Data Entry would be

needed. But This shouldnt be needed if boxes are already indexed at VRC, we can simply upload the

inventory report and use the descriptions

### Line 19: Purchase Standard Storage Boxes

Description: all-in-one or 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"

Purchase Standard Storage Boxes

Long Item all-in-one or 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"

**Description:** 

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

Quantity: 2,000.0000 Unit of Measure: EA

Bid Quantity: 2,000.0000 Unit Price: 3.0000 Extended Amount: 6,000.00

No Charge: No

No Bid: No

Purchase Standard Storage Boxes

Comments: We also have 10 box bundles

# Line 20: Purchase standard storage boxes with City Logo

**Description:** 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"

Purchase standard storage boxes with City Logo

Long Item All in one or 2-piece, corrugated, banker storage box with 1-color City name and logo - 1.2 cubic foot, 12-1/2"

**Description:** x 10-1/2" x 16"

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

Quantity: 2,000.0000

Unit of Measure: EA

No Charge: No

No Bid: Yes

Purchase standard storage boxes with City Logo

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

**Quantity: 1.0000** 

Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 6.0000

Extended Amount: 6.00

No Charge: No

No Bid: No

Purchase Storage Boxes

Comments: Would need more specifics

### Line 22: Cost to purchase plan bag

**Description:** Bags are 2.4 cubic feet. Plastic sealable bag -  $15" \times 48"$ .

Cost to purchase plan bag

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

**Description:** 

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

Quantity: 1.0000 Unit of Measure: EA

Bid Quantity: 1.0000 Unit Price: 3.2500 Extended Amount: 3.25

No Charge: No No Bid: No

Cost to purchase plan bag

### 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** Cost for Contractor to provide packing/repacking services to City, per specifications.

Description:

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

Quantity: 1.0000 Unit of Measure: EA

Bid Quantity: 1.0000 Unit Price: 5.000 Extended Amount: 5.00

No Charge: No No Bid: No

Packing/Re-Packing - Initial Move

Comments: This shouldnt be needed if the boxes are already packed at VRC

# Line 24: Packing/ Re-packing

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

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Packing/ Re-packing

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

**Description:** 

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

Quantity: 1.0000 Unit of Measure: EA

Bid Quantity: 1.0000

Unit Price: 5.0000

Extended Amount: 5.00

No Charge: No

No Bid: No

Packing/ Re-packing

Comments: only to be used if boxes are not in good condition or stackable.

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

Description:

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

Quantity: 28,507.0000 Unit of Measure: EA

Bid Quantity: 28,507.0000

No Charge: Yes

No Bid: No

Inventory - Initial Move

Comments: Access can upload current VRC inventory report to our portal so descriptions transfer automatically. this is

included in the transition(free up and in)

# Line 26: Inventory

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

Inventory

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

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

Quantity: 28,507.0000 Unit of Measure: EA

Bid Quantity: 28,507.0000 Unit Price: 0.5000 Extended Amount: 14,253.50

No Charge: No No Bid: No

Inventory

Comments: This is only needed if boxes need to be inventoried. This shouldnt be charged if boxes are already labeled

and we are moving the descriptions from VRC to Access via an inventory report upload.

# **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 Cost for City employees access/research at Contractors facility, per specifications. If you have restrictions for

**Description:** this type of service, please provide details.

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

Quantity: 1.0000 Unit of Measure: EA

Bid Quantity: 1.0000 Unit Price: 35.0000 Extended Amount: 35.00

No Charge: No No Bid: No

Employee Access

Comments: Audit

# 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 Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing

**Description:** Contractors online system.

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

**Quantity: 1.0000** 

Unit of Measure: EA

Bid Quantity: 1.0000

No Charge: Yes

No Bid: No

Training

Comments: Reach out to client support to schedule. Also - Project Management will provide initial support in FileBRIDGE

usage

### Line 29: Trip Charge - Standard Delivery

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

Trip Charge - Standard Delivery

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

**Description:** 

Commodity Code: 958-82

Records Management Services (Including Document Management S

**Quantity: 512.0000** 

Unit of Measure: EA

**Bid Quantity:** 512,0000

Unit Price: 25.0000

Extended Amount: 12,800.00

No Charge: No

. .

No Bid: No

Trip Charge - Standard Delivery

Comments: Access terms Standard Pick Up/Delivery

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

**Description:** 

Commodity Code: 958-82

Records Management Services (Including Document Management S

**Quantity: 24.0000** 

Unit of Measure: EA

Bid Quantity: 24,0000 Unit Price: 90,0000 Extended Amount: 2,160.00

No Charge: No

No Bid: No

Trip Charge - RUSH delivery

# Line 31: Storage Cost

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

storage box.

Storage Cost

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

**Description:** storage box.

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

Quantity: 12.0000 Unit of Measure: EA

No Charge: No No Bid: Yes

Comments: Unsure of what is being stored here. We can store empty new and unused boxes, but would need clarification

on this.

# 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 Cost to deliver empty storage boxes (Line item 18/34) from storage on an as needed basis to City

**Description:** Employees, per order

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

Quantity: 1,800,0000 Unit of Measure: EA

Bid Quantity: 1,800.0000 Unit Price: 25.0000 Extended Amount: 45,000.00

No Charge: No No Bid: No

Delivery of Empty Standard Storage boxes

Comments: Please clarify how many boxes would be needed on a trip. Access can deliver ourselves or ship them via UPS.

Which ever is easier and more cost effective. I also would like to confirm what is being asked on this line

item.

### Line 33: Additional Goods / Services 1

**Description:** Cost for resealable plan bags.

Additional Goods / Services 1

Long Item Cost for resealable plan bags.

**Description:** 

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

Quantity: 1.0000 Unit of Measure: EA

No Charge: No No Bid: Yes

Comments: Looks to be a duplicate product to line 22

### Line 34: Additional Goods / Services 2

**Description:** Scanning (per page)

Additional Goods / Services 2

Long Item Scanning (per page)

**Description:** 

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

Quantity: 1.0000 Unit of Measure: EA

Bid Quantity: 1,0000 Unit Price: 0.1000 Extended Amount: 0.10

No Charge: No No Bid: No

Additional Goods / Services 2

Comments: Also - if it's a large project (10+ boxes) Access should send out a representative to scope it out. Large

Volume Scan jobs are typically less expensive than one off scanning requests.

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# PROPOSAL PRESENTED TO

# City of Fort Lauderdale

RFP # 12733-435

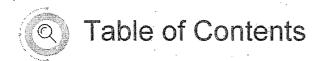


PRESENTED BY

**Matthew Bennett** 

012/12/2022





### 4.2.1

### Page #'s) Section - Description

4.2.1 - Table of Contents 2) 4.2.2 - Executive Summary 3-4) 4.2.3 - Experience and Qualifications 5-9) 4.2.4 - Approach to Scope of Work 10-12) 13) 4.2.5 - References 13) 4.2.6 - Minority/Women (M/WBE) Participation 13) 4.2.7 - Subcontractors 14-21) 4.2.8 - Required Forms A - Proposal Certification 14) 15-17) B - Cost Proposal 18) C - Non-Collusion Statement D - Non-Discrimination Certification Form 19) 20) E - Local Business Preference 21) F - Disadvantaged Business Enterprise Preference G - Contract Payment Method 22) 23) H - E-Verify Affirmation Statement I - Sample Insurance Certificate 24-25) 26) J – W9 for Proposing Firm K - Active Status Page from Divisions of Corporations - Sunbiz.org 27)

Access

28)

Account Support, Capabilities and About us



### 4.2.2: Executive Summary

12/2022

Kirk McDonald City of Fort Lauderdale

Dear Kirk,

This proposal is based upon our current understanding of your storage initiative. Please know that we are ready to adjust according to the scope of your project. Our ultimate goal is to become a partner with The City of Fort Lauderdale who is able to address both your current situation as well as address future needs that may arise.

We have extensive experience and qualifications in working with great clients with similar business challenges to the City of Fort Lauderdale. This consistently positions Access as a best-in-class records and information management solution provider in the industry with over 20 years of scanning projects across the globe. We pride ourselves in being different from local providers and other national players. Our combination of customer service, professional services and commitment to technology creates an end-to-end solution for a paperless future that results in tangible organizational efficiencies.

We encourage you to see this service in action in our website Access Information: Document Storage

The responsibility of securely and efficiently managing data and documents has become an essential and often a monumental task for many municipalities not only across the state of Florida, but over the entire county. Expectations on state entities to deliver strategic initiatives, with limited on fee generating options and increasing legislative demands is proving to be a heavy lift for all types of organizations. Not to mention, The City of Fort Lauderdale's residents create pressures on elected officials to ensure finite resources are managed efficiently and services delivered within strict budgetary controls.

The City of Fort Lauderdale, from its incorporation in 1911, is today recognized as one of the most recognizable beach cities in America. It is therefore essential to the reputation and longevity of the city to source industry leading solutions, without risk or tolerance of sub-standard service delivery, which meet standards and regulations in terms of quality, health and safety, environmental protection and social responsibility.

Access Information Management, a leader in the provision of information services for over 30 years, provides a portfolio of services which remain at the forefront of the industry, no less than would be expected from a firm which is revered for its aggressive growth by its peers.

Access, recognized by Forbes in its list of America's Fastest Growing Companies for 11 consecutive years, has invested in its growth strategy, with over 120 acquisitions since 2004, to ensure we maintain our competitive edge in a market increasingly becoming aware of the value of information governance and risk mitigation. The investment ensures all governance in its varied forms of statutory and regulatory compliance is not only adhered to, but exceeded, using bespoke and technology driven solutions developed for our clients on request across a continually expanding national footprint.

Access is committed to meeting the expectations of our document storage clients, which make up more than 60% of our holdings. Many of these requirements have become part of our global standard operating procedures, which we adopt as good practice where there is a direct benefit to streamlining future business. The benefit of such policies is apparent in our recent successes in the market, and why we have shown 9% growth in the full financial year.





We are therefore delighted at this opportunity to propose a records storage solution for the City of Fort Lauderdale.

Our proposal details the commercial benefits Access is expecting to deliver from the pilot to implementation, with multiple check points throughout the volume scanning process, all the way to project completion. We're using tried and tested methodologies for project management through to daily service delivery and everything we do is measurable, so we remain accountable to your team, every step of the way.

To show our commitment to developing our business relationship beyond our existing service, we have created an aggressive, competitively priced solution, encompassing the compliance benefits of national consolidation and management. We expect to deliver long term cost reduction return to the city by way of reducing real estate from paper storage and the time management of retrieving records.

To summarize, we will aim for nothing short of excellence in managing and retaining your business with the vision of establishing a strong business partnership with The City of Fort Lauderdale across all service requirements. We promise best in class – and we will deliver best in class.

With warm regards,

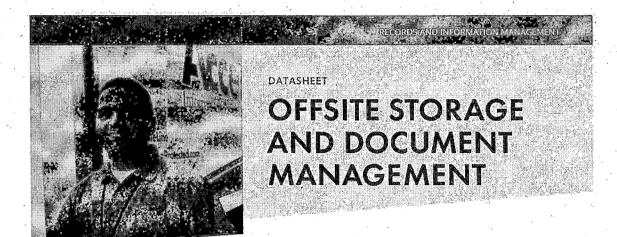
Matthew Bennett

Business Director Matt.bennett@accesscorp.com 954.774.8276 www.Accesscorp.com





### 4.2.3: Experience and Qualifications



#### **RECORD CENTERS**

- · Meet the most stringent industry standards
- · High security, restricted access
- · Latest fire suppression technology

#### TECHNOLOGY

- Barcode-based container-and tape-level inventory tracking
- Portable hand-held scanners provide point-to-point tracking and chain of custody
- FileBRIDGE records web-based inventory management.

#### TRANSPORTATION

- · Next day, same day, and priority rush services.
- 24/7 emergency services -
- Secure vehicles and highlytrained transportation specialists

#### SPECIAL SERVICES

- Records project management
- Scan-on-demand to streamline records retrieval requests
- Imaging and electronic records management solutions

Highly secure record center storage and management including inventory tracking, online access, and customized pickup and delivery services.

#### Why establish an Off-Site Records Management Program?

Increasing regulatory compliance and the ever-present need to access records for audits, lawsuits and general business operations require confidentiality, security, and technology. Access allows you to save valuable on-site space, protect records and improves the efficiency of accessing records when you need them most.

# The fastest growing information management provider, globally.

We've grown through our commitment to exceeding the expectations of our clients, company, and community every day. We're dedicated to delivering the very best customer experience to our clients, growth opportunities for our team members, and active involvement and service to our local communities.

#### Enabling you to do the work you want to do.

Our goal has and always will be to meet the ever-changing needs of our clients—that's why we continue to expand our offerings, bridging the gap between physical and digital to help you unlock the value of your information. Our solutions are designed to protect your information, mitigate costs, save space, and increase efficiencies so you can spend more time on the work you want to do, not the work you have to do.

Access

**。** 1.877.345.3546

AccessCorp.com





# Access: Your Trusted Partner



#### 33,000+

Privileged to serve 33,000+ clients



Records digitally indexed in past 24 months



Secure destruction bins serviced yearly



#### 2.450+

81M ft3

Team members supporting our clients daily

The amount of box storage

clients trust us with each day

Named an Inc. 5000 fastest

growing company 12x



#### 26N+

+M008

Service transactions peryear



#### 208

Facilities 9 are NARA\* compliant National Archives and Records Administration



#### 200,000+

The number of law's tracked in Virgo, our Governance Cloud Software, across 130 Countries and over 200 jurisdictions



### 30%

Avg. cost reduction realized by clients using Access Unify



#### 1M Trees

Saved through environmental best practices

| Copyright @ 2022 Access - Confidential

12x

# Access Accreditations, Affiliations & Awards



2021 AWARDS / RECOGNITION

21 | Copyright © 2022 Access











Access





### Access HQ:

500 Unicorn Park Dr. Suite 503, Woburn, MA 01801

Contact: Client Care - 877.345.3546, clientcareeast@accesscorp.com

### **Local Main Office**

Pompano Beach Records Center 2900 NW 27th Avenue, Suite 106, Pompano Beach, FL 33069

Contacts:

Matthew Bennett: 954.774.8276: matt.bennett@accesscorp.com Ramon Arevalo: 786.897.2374: ramon.arevalo@accesscorp.com

Thomas Gary: tgary@accesscorp.com

Lynna Lozito: lynna.lozito@accesscorp.com

### **Other Local Supporting Offices**

Miami Records Supercenter 3450 NW 112th Street, Miami, FL 33167

Contacts:

Andres Anaya: andres.anaya@accesscorp.com Sergio Tellez: sergio.tellez@accesscorp.com

### Other Customers (Similar in Scope, Size, or Region)

City of Miami Dade - Document Storage

City of Venice - Document Storage, Scanning, and Microfilm Scanning

City of Hollywood – Document Storage

Village of Biscayne Park - Document Scanning, Oversized Document Scanning

City of Jacksonville - Document Scanning, Oversized Document Scanning

City of Coconut Creek - Document Storage

The City of Fort Lauderdale's Storage Service will-have an onboarding project manager (yet to be assigned) that manages the service progress and timelines from start to finish. The Project Manager will hold meetings, at a cadence of the customers choice, to ensure budgetary requirements and scanning expectations are being met. This person will be assigned upon award of the contract. See "Executive Sponsorship" in 4.2.2 for key staff overseeing these services.





### The Access Advantage

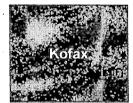
Access is the largest privately held information management provider in the world. We offer the highest quality service and take great pride in our commitment to exceed the expectations of our clients every day. We have been around since 2004, when our CEO decided, having only 1 publicly held Records Storage company dominating the market was not a fair practice to the general public. So, he stepped in, and built a business based on better customer service, flexible pricing models, and a more transparent approach to records governance.



Access prides itself in supporting organizations of all sizes. This process has been validated via Six Sigma processes.



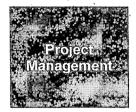
Access assumes chain of custody of client documents and will follow it through to an audited process of electronic delivery for client ingestion, including secure destruction of the original documents with client authorization.



Access Imaging Centers utilize Kofax Software as part of their imaging processing. Kofax is a powerful document capture platform that productively, consistently, and securely processes all types of documents and information. Kofax integrates critical business rules for information processing into the capture process, ensuring that each document is processed correctly.



Access can support in storage at numerous facilities nationwide. We can utilize our Supercenter locations to complete large storage services and we also can utilize our regional facilities to complete smaller storage requests. Access is flexible to our clients' needs, and we can take advantage of our footprint to meet our clients' needs.



Access' Project Management team will work with you, from beginning to end, to manage the project budget, scope, and schedule. Our team, led by one of the best-in-class Project Managers, will facilitate all transition processes. Project Management Services include weekly project team meetings, written status reports and dashboards tracking all project milestones and progress.



Access Executive Sponsorship for the project will include Area Operations Vice President – Andrew Wagner, VP Strategic Business Development – Ryan Young, Business Director

- Matt Bennett, and Senior Market Leadership Tom Gary/Lynna Lozito

### **Personnel Compliance Standards**

Pre-hire 7-year background and drug screening Annual certification training and testing

Proactive simulated breach training

Annual substance abuse recognition training program for supervisors





Annual audit of all government driver requirements Annual criminal records search

PRISM+

### **Access Compliance Standards**



### **Facilities Equipment**

- Biometric and key card access control
- · Perimeter fencing
- Man traps to prevent personnel tailgating
- CCTV throughout facility with 90-day DVR
- Heat and smoke detectors (e.g. VESDA)



### **Facilities Systems**

- 3rd party intruder alarm systems
- · Motion detection system
- · Global PCI certification
- Dry fire suppression in media vaults
- · Active climate controls
- Fire Suppression Systems across all storage centers



### **Operating Procedures**

- Facility security checklist audit, twice a day
- Annual facility audits by safety and security team
- External audit process for all storage facilities
- Thorough visitor induction process (government approved ID required at sign-in)





### 4.2.4: Approach to Scope of Work

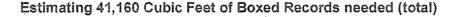
### **Current Records Situation (Estimated totals based on our understanding)**



Potential \$28,507.00 needed for a buyout support



28,167 Cubic Feet of Boxed records for storage





Estimating varying amounts of Plan Bundle Racking, Plan Bags, Check Boxes and Odd Boxes

The City of Fort Lauderdale would like to transition City Documents which are currently boxed within another storage provider located within West Palm Beach.

### **Access Solution**

Access proposes we perform the following services to ensure all physical records are quickly transitioned and available.

#### Secure Document Pickup.

Access will pick up records from the incumbent provider, which are currently in boxes and Access will securely deliver these records to our Pompano Beach Records Center and our Miami Records Supercenter.

Access will support in box indexing – for a scan on demand service, that may be required at a later date. All boxes will be re-labeled upon entering the Access Facility. All vehicles that will service the City of Fort Lauderdale will be Access transportation vehicles and personnel. The initial transition will consist of Access's 3<sup>rd</sup> party transportation company, in supporting the volume loads from the incumbent.

#### Box Preparation

Access will ready physical documents for storage. This will include readying boxes for storage if required and will include standard reviews of boxes material addressing any un-usable boxes and reporting them back to the City of Fort Lauderdale. Access will take all measures necessary to fully prepare boxes and files into a scannable format.

#### **Document Storage**

Highly secure record center storage and management including inventory tracking, online access; and customized

pickup and delivery services. Our storage facilities and vaults are <u>PRISM Privacy+ Certified</u> and offer advanced security and fire suppression technology to ensure secure offsite records storage.

We will provide:



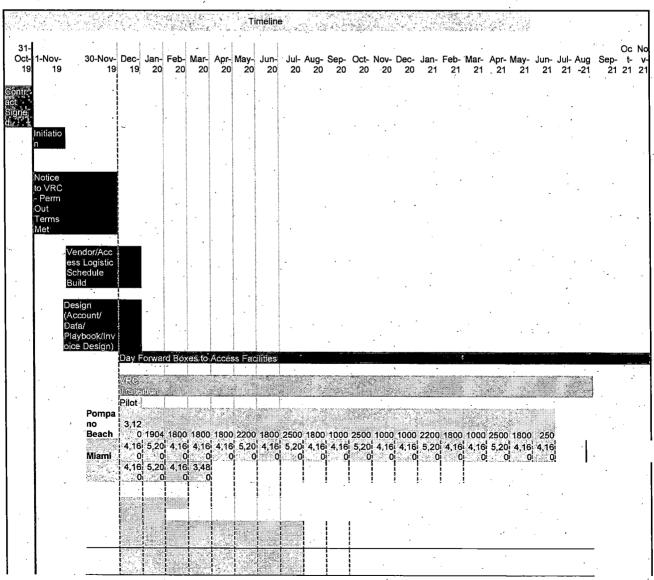


- Secure offsite storage for records, documents, and data
- End-to-end records management services
- Secure paper shredding and destruction services
- · Records management software to track documents through their lifecycle

#### Document Disposition (if needed)

Upon request, Access will shred approved documents to be shred or returned approved documents to be returned. Access' Account Executive will support in confirmation of which documents need to be destroyed and which documents need to be returned over the lifetime of our relationship

Although we can not execute a live schedule of the transition of boxes from your incumbent, our project managers establish timelines that look like this.



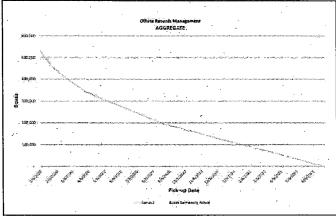




Sum of All Market

# Pickup Tracking – Example

		oduction Rollup		
Pick-up Week		Boxes N		
		(Remaining)		(Remaining)
12/3/2019	2,080	533,800	2,080	533,800
12/10/2019	5,460	528,340	5,460	528,340
12/17/2019	5,460	522,880	5,460	522,880
12/24/2019	5,460	517,420	5,460	517,420
12/31/2019	5,460	511,960	5,460	511,960
1/7/2020	12,230	499,730	12,230	499,730
1/14/2020	12,230	487,500	12,230	487,500
1/21/2020	12,230	475,270	12,230	475,270
1/28/2020	7,664	467,606	7,664	467,606
2/4/2020	7,664	459,942	7,664	459,942
2/11/2020	7,664	452,278	7,664	452,278
2/18/2020	7,664	444,614	7,664	444,614
2/25/2020	7,664	436,950	7,664	436,950
3/3/2020	8,490	428,460	8,490	428,460
3/10/2020	8,490	419,970	8,490	419,970
3/17/2020	8,490	411,480	8,490	411,480
3/24/2020	8,490	402,990	8,490	402,990
3/31/2020	8,480	394,510	7,620	395,370
4/7/2020	8,490	386,020	7,620	387,750
4/14/2020	8,490	377,530	7,620	380,130
4/21/2020	8,490	369,040	7,620	372,510
4/28/2020	9,525	359,515	9,525	362,985
5/5/2020	9,525	349,990	9,525	353,460
5/12/2020	9,525	340,465	9,525	343,935
5/19/2020	9,525	330,940	9,525	334,410



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Access



### 4.2.5: References

Shantay J. Bingham, CMC: villageclerk@biscayneparkfl.gov: 305 899 8000

Village Clerk Village of Biscayne Park 600 NE 114<sup>th</sup> Street Biscayne Park, FL 33161

Scanning and Minor Storage Project

Meryl Girard: mgirard@sunrisefl.gov: 954.746.3332

Town Clerk City of Sunrise 1607 NW 136 Ave. Sunrise, FL, 33323

Records Storage. Highly Active

Thomas Ossi: Upon final negotiation and next steps we can provide contact information

Technology Director and Records Manager City of Jacksonville 214 N. Hogan Street, 9th Floor Jacksonville, Florida 32202

Large Client: Volume Storage and Shredding across the City.

### 4.2.6: Minority/Women (M/WBE)

Access is not a Minority/Women (M/WBE) Participation organization.

### 4.2.7: Subcontractor

The initial transition will consist of Access's 3rd party transportation company, in supporting the volume loads from the incumbent. Onboarding transportation vehicles will consist of both Access Trucks and vetted subcontract tractor trailers.





# 4.2.8

A)

#### CITY OF FORT I AUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/propos through the City's on-line strategic sourcing platform prior to will not be accepted. All fields below must be completed. If the	the bid opening date and time listed. Paper bid submittals
If you are a foreign corporation, you may be required to ob in accordance with Florida Statute \$607.1501 (visit http://www.	r.dos.state.fl.us/).
Company: (Legal Registration) Access Information Mana	agement Corp. EIN (Optional): 043408536
Address: 500 Unicom Park Dr. Suite 503	
City: Woburn	State: MA Zip: 01801
Telephone No.: 9547748276 FAX No.:	Email: Clientsupporteast@accesscorp.com
Delivery: Calendar days after receipt of Purchase Order (sect	tion 1.02 of General Conditions):To be determined
Total Bid Discount (section 1.05 of General Conditions):	
Check box if your firm qualifies for DBE (section 1.09 of General	al Conditions): 🛘
ADDENDUM ACKNOWLEDGEMENT - Proposer acknowled included in the proposal:	ges that the following addenda have been received and are
Addendum No. Date Issued Addendum No. Date Issued	Addendum No. Date issued Addendum No. Date issued
<del></del>	
requirement in this competitive solicitation you must specify reference in the space provided below all variances contain may be attached if necessary. No exceptions or variances such is listed and contained in the space provided below	o any term, condition, specification, scope of service, or such exception or variance in the space provided below or ned on other pages within your response. Additional pages will be deemed to be part of the response submitted unless w. The City does not, by virtue of submitting a variance, and in the below space, it is hereby implied that your response to not have variances, simply mark N/A.
all instructions, conditions, specifications addenda, legal at have read all attachments including the specifications and proposal, I will accept a contract if approved by the Cit specifications of this bid/proposal. The below signatory also a response, that in no event shall the City's liability for respectively damages, expenses, or lost profits arising out of to public advertisement; bid conferences, site visits, evaluations.	rticle(s) or services at the price(s) and terms stated subject to divertisement, and conditions contained in the bid/proposal. fully understand what is required. By submitting this signed by and such acceptance covers all terms, conditions, and hereby agrees, by virtue of submitting or attempting to submit ondent's direct, indirect, incidental, consequential, special or this competitive solicitation process, including but not limited ations, oral presentations, or award proceedings exceed the in shall not apply to claims arising under any provision of his competitive solicitation.
Matt Bennett	// \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \
Name (printed) 12/12/2022	Signature Business Development Executive



### 4.2.8

B)

#### **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.

ltem #	Description	Estimated Quantity	Unit	Unit Price
1	Initial Transfer Costs – New Contractor, per specs.	28,507	Ea.	<b>\$ included</b>
2	Initial Transfer Costs – Current Contractor. Cost of providing assistance in records removal, per specs.			
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.	28,507	Ea.	§ Not Applicable
4	Storage Cost per Rack – Monthly Cost for 727 boxes times 12 months = 8,724 to be used for an annual cost.	8,724	Box Rack	\$ .1950 per CF \$ .2340
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	\$ .2340
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")	· ·	Box	<b>\$</b> .2340
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	<b>\$</b> 1.5602
8	Vault Storage - Cost to store City records in fireproof/ waterproof vault. Unit cost per month times 12 months.	211		\$ .3000per tap





. 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	\$1.50 per CF
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	\$ 1.50 per CF
11	Courier/Driver Handling – Cost of handling city records (retrievals/returns) per box.	.9,358	Box	\$ 1.50 per CF
12	Reshelving – Cost of reshelving City records, per box.	4.044	Box	\$ 3.00 per CF
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	\$ 4.00 per CF
15	Record Destruction – Cost to destroy City records, all-inclusive/ per specs.	1,660	Вох	\$ 3.00 per CF
16	Permanent Removal – Cost to permanently remove City records, including un-shelving the records, upon completion of contract.	1,716	Вох	\$ 3.00 per CF
17	Data Entry - New Contractor - Initial Move, Cost for data entry services, per specs	28,507	Box	\$ 0.00
18	Data Entry - All Contractors - After Initial Move, Cost for Data Entry Services, per specs.	28,507	Box	\$ .50 per 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	\$ 3.00 per 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.	Not \$ Applicable
21	Purchase Storage Boxes – Plan Box, 2.08 cubic feet, 10" x 10" x 36"	1	Box	\$ 6.00 per box





22	Cost to purchase plan bag Bags are 2.4 cubic feet. Plastic sealable bag - 15" x 48"			42.05
		1	Bag	\$3.25 per bag
23	Packing/Re-Packing – Initial Move – Cost for Contractor			
	to provide packing/repacking services to City, per specs.	1	Box	\$ 5.00 per box
24	Packing/ Re-packing - Other, Cost for Contractor to			,
24	provide packing/repacking services to the City, per specs.	1	Box	\$ 5.00 per box
	Inventory - Initial Move, Cost for Contractor to provide	-		
25	assistance with inventorying City records, per box, per			
	specs.	28,507	Box	\$ Included
٠.	Inventory – After Initial Move, Cost for Contractor to			·
26	provide assistance with inventorying City records, per			
• •	specs.	28,507	Box	\$ .50 [er box
	Employee Access – Cost for City employees access/		-	
27	research at Contractors facility, per specs. If you have			\$ 35.00
<del></del>	restrictions for this type of service, please provide details.	11	Ea.	\$ 33.00
00	Training – Cost for training City's Records Management			, 
28	Liaison and his/her designee, if applicable, in accessing Contractors online system.	,	<b>-</b> -	s included
	Contractors offine system.	1	Ea.	\$ included
29	Trip Charge-Standard Delivery - Cost of trip to City location for standard 24 hr delivery per specs.		_	
		512	Ea.	\$ 25.00 per trip
30	Trip Charge - RUSH delivery -Cost of Trip to City location			
	for RUSH, same day delivery per specs	24	Ea.	\$ 90.00 per trip
	Storage Cost Monthly cost to store empty, unused,		-	
31	standard Storage boxes, all in one or 2-piece, corrugated,			·
	banker storage box.	12	Ea.	\$ NA
	Delivery of Empty Standard Storage boxes Cost to			
32	deliver empty storage boxes (Line item 18/34) from storage			
	on an as needed basis to City Employees, per order	1		
		1,800	Ea.	\$ 25.00 per trip
33	Additional Goods / Services 1 — Cost for resealable plan			
33	bags	1	Ea.	Duplicate \$ Product
•			Ea.	g / rouget
34	Additional Goods / Services 2 — Scanning (per page)			
		. 1.	Ea.	\$ .10 per page

TOTAL: s





4.2.8

C)



#### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

In the event the vendor does not i the vendor has indicated that no	ndicate any names, the City shall interpret this to mean that such relationships exist.
MB-JT	Business Development Executive
Authorized Signature	Title
Matt Bennett	12/8/2022
	12/8/2022

NAME



4.2.8

D)



# CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Matt Bennett, Business Development Executive

Print Name and Title

12/8/2022

Date



### 4.2.8

E)



#### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(2)		is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(3)		is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County
	Authors information Management Corporation (National)	Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(4)		requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(5)		requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(6)		is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Loca Preference consideration.
	Business Name	

BIDDER'S COMPANY: Acces	s Information Mar	Information Management Corporation		
AUTHORIZED COMPANY PERSON:	Matthew Bennett	MB=1	12/8/2022	
	PRINT NAME	SIGNATURE	DATE	





#### 4.2.8

F)



#### DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)	•	is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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.
	Business Name	
(2)	• • • • • • • • • • • • • • • • • • •	is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that
		has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting
	•	documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(3)		is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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 Lauderdate business tax and disadvantaged certification as established in the City's Procurement Manual.
	Business Name	(
(4)		is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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
	Business Name	disadvantaged certification as established in the City's Procurement Manual.
(5)	Access Information Management Corporation	is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.
-	Business Name	recience consideration.

BIDDER'S COMPANY: Access	Information M	anagement Corp	oration
AUTHORIZED COMPANY PERSON:	Matt Bennett	MBJ	12/8/2022
	PRINT NAME	SIGNATURE	DATE





4.2.8

G)



#### **CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard		
✓_ Visa		
Access Information Ma	nagement Corporation	
Company Name		
Matt Bennett Name (Printed)	Signature	<u>-</u>
Business Development Exe	cutive 12/8/2022	
Title	Date	





4.2.8



#### **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No:

12733-435

Project Description:

Records Storage, Retrieval and Disposal Services for the City of Fort Lauderdale

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Matt Bennett/Access

Authorized Company Person's Signature: Matt Bennett Date: 2022, 12.08 15:04:48-05:00

Authorized Company Person's Title: Business Development Executive

12/8/2022 Date:



4.2.8

1)

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ACORD	
A max	

#### CERTIFICATE OF LIABILITY INSURANCE

Fage 1 of 2

07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

China delantance and a more deliner rights to the delantance morals in mea-	er, seem seemstridge	
RODUCER	CONTACT Willis Towers Watson Certificate Center	
illis Towers Watson Northeast, Inc. /o 26 Century Blvd	PHONE   1-877-945-7378   FAX   1-888-	467-2378
.O. Box 305191	E-MASS. ADDRESS: certificates@willis.com	
anhvillé, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAICE
	MANURER A: Continental Casualty Company	20443
SURED	INDURER B: Travelers Property Casualty Company of Ame	25674
striever Holdings Corp. d/b/a Retriever, Inc. 900 NW 27th Avence. Buite 156	INTUFER C: American Casualty Company of Reading Penns	20427
empano beach, FL 35069	MANUFERD: Navigators Insurance Company	42307
	MANUFERE: Everest National Insurance Company	10120
	(NEWSER F:	

COVERAGES

CERTIFICATE NUMBER: \$25382026

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSE LIFE	Type of insurance	AECE	RBUS	POLICYNUMBER	POLICY EFF	POLICY EXP	LIMITS		
	X COMMERCIAL GENERAL LIABILITY					- , .		\$ 1,000,000	
	CLAIMS-MADE X DOCUR						DAMAGIE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
A				*		ĺ	NED EXP (Any one person)	5 5,000	
				6072431763	06/30/2022	06/30/2023	PERBONAL & ADV INJURY	\$ 1,000,000	
	CENT ACCREGATE LIMIT APPLIES PER:						GENERALAGGREGATE	\$ 5,000,000	
	POLICY FROM X UX	1					PRODUCTS - COMPIOP AGG	\$ 2,000,000	
	OTHER:	Ll						2	
	AUTOMOBILE LIABILITY			,	•		COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	
	X ANY AUTO -	i i		1 1			·	ECCILY INJURY (Ferperson)	<u> </u>
A	OMNED SCHEDULED			BGA6072431581	96/30/2022	06/30/2023		\$	
	HRED NON-OWNED AUTOS ONLY			,			PROPERTY DAMAGE Persoddetti	5	
				<u> </u>				¥	
В	X UMBRELLALIAB X OCCUR		CUF-48112816					EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLANS-MADE	1		CUF-48112815-22	86/30/2022	06/30/2023	ASGREGATE	\$ 5,000,000	
	DED X RETENTIONS 10,000				_	<u> </u>		\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	[					X PER STATUTE SER	<u> </u>	
c	AND EMPLOYERS LIABILITY  AND EMPLOYERS LIABILITY  Y IN  OFFICER MEXISER EXCLUDED?  So	NFA	N/A W26072431728	06/30/2022	i a a i a a a a a a a a a a a a a a	ELLEACH ACCIDENT	\$ 1,088,00		
	(Mandatory in NH)	G . A.		WC60,1431,16	not ant seem	201 201 2012	ELL DISEASE - EA EMPLOYEE	\$ 1,000,00	
	If yes, describe under DESCRIPTION OF OFERATIONS below						EL. DISEASE-POLICY LIMIT	1,000,00	
D	Excess Liability			C922RX8935972IV	06/30/2022	06/30/2023	Each Oce/Agg	\$10,000,000	
			1	-	l		Excess of	35,000,000	
			l						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Behedule, may be attached if more space to require

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Lauderdale, FL 33301	AUTHORIZED REPRESENTATIVE
Evidence of Coverage	ft Nay

ACORD 25 (2016/03)

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	LOC#:	.,
ACORD ADDITIONAL REMA	ARKS SCHEDULE	Page 2 of 2 <sup>2</sup>
AGENCY Willis Towers Watson Northeast, Inc.	RAMEDINGURED Retrieves Holdings Corp. d/b/a Satrieves, Inc. 2900 NN 27th Avenue, Suite 105	
POLICY NUMBER See Rage 1	Pompana Beach, FL 23053	,
CAPRIER         MAIC CODE           See Fage 1         See Fage	L EFFECTIVE DATE: See Page 1	<u> </u>
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability	Insurance	
INSURER AFFORDING COVERAGE: Everest National Insurance Cor FOLICY NUMBER: XCBEX60420-221	Pany N EXP DATE: 06/30/2023	AIC#: 10120
TYPE OF INSURANCE: LIMIT DESCRIPTION:	LIMIT AMOUNT:	
Excess Lightlity Each Occ/Agg	\$10,000,000 \$15,000,000	



### 4.2.8

## **Request for Taxpayer**

Give Form to the

	ctober 2016)	Identification Number	er and Certifica	tion						Do nat
Department of the Treasury Internal Revenue Service  Co to www.irs.gov/FormW9 for instructions and the latest information.							S	end 1	to the	IRS.
	•	on your income tax return). Name is required on this line; do				<del></del> :	—			
· .	Access Inform	nation Management Corporation								
- 1		disregarded entity name, if different from above	<del></del>						<del></del>	
٠. ا						* 4				
್ರ್	2 Check records	ite box for federal tax classification of the person whose name	air actual as Sea t Charles	-1		A Eve		- innd	es copêy	
onpage	following seven		certai	n entite	s, noti	individu				
2	,			]	instru	efors o	n page	s 3}c	٠	
. 5	Individual/so single-memb	le proprietor or	L Partnership	Truot/e	state	r			ez	_
Print or type. Specific fratructions	·	A Comment of the Comm		_		Exem	pt pay <del>o</del> c	10002	fu muhl	. 5
2 2	_	ty company. Enter the tax classification (C=C corporation, S=	*		<del></del> ,					
2 2		the appropriate box in the line above for the tax classification G is classified as a single-member LLC that is disregarded for						ım FA	TCA rep	orang
##	another LLC	that is not disregarded from the owner for U.S. federal tax po	aposes. Otherwise, a single-m			ಯದೆಕ	(if arry)			
- 2	is disregarde	d from the owner should check the appropriate box for the iz	ix classification of its owner.							
윷.	Uther(see in					4 494			فتحدد مدخون	e in ELL
		er, street, and apt. or suite no.) See instructions.	Rec	pester's	name c	ಗಡೆ ತಡೇ	tress (of	oticonal	)	
ees.		ark Drive, Suite 503								
	6 City, state, and		1	-						
	Woburn, MA (					·				
	7 List account nur	nber(s) here (optional)	·							
		· · · · · · · · · · · · · · · · · · ·	•							
Par	Taxpa	yer Identification Number (TIN)								
		propriate box. The TIN provided must match the nam		,	cial sec	urity s	umber			
backu	p withholding. Fo	r individuals, this is generally your social security nuπ	iber (SSN). However, for a	· [ -				7 [		T
		prietor, or disregarded entity, see the instructions for I eyer identification number (EIN). If you do not have a r		Ì	1.	-	1	™	.	-
TIN, la		n'i ma transcriptionale estate comme comme de la Joseph mai roll e sent e sur a	Marierat, apartible to Sara	Of		_ :				÷
Note:	If the account is	in more than one name, see the instructions for line 1.	. Also see What Name and	En	sployer	identi	fication	numb	er	
Numb	er To Give the Re	equester for guidelines on whose number to enter.	• •					ŤΞ		
				0	4	- 3	4 0	8   8	5. 3	6
Par	Certif	ication		-						
		ury, I certify that:								
		on this form is my correct taxpayer identification number	ser (or I am waiting for a nu	mberto	be is:	sued t	o mel:	end		• :
2. l ar	n not subject to t	eckup withholding because: (a) I am exempt from bar	skup withholding, or (b) I h	ave not	been n	atified	i by the	e Inter		
		m subject to beckup withholding as a result of a failur	e to report all interest or d	vidends	i, ar (c)	the IF	≀S has	notifie	ed me t	hat I am
		backup withholding; and								
		rother U.S. peracn (defined below); and								•
4. The	FATCA code(s)	entered on this form (if any) indicating that I am exemp	ot from FATCA reporting is	correct	ì <b>-</b>					
		na. You must cross out item 2 above if you have been n								) because
youta	ave failed to repor	t all interest and dividends on your tax return. For real es nent of secured property, cancellation of debt, contributi	tate transactions, item 2 do	e not e	opiy. H	) F MOF	igage ii	Meres! onoro!	ipaid, Ar navr	monte
other	snor or abancore than interest and :	dividenda, you are not required to sign the certification, b	uit vou must provide vour c	orect TI	N. See	the in:	, e su y structio	ns for	Part II.	later.
									<u>`</u>	
Sign	Signature o	- Annie Wong	Date	. 2	15/20	าวว				
	o.s. person	. 7		- 2	13/21	122				
Ge	neral Inst	ructions	• Form 1099-DIV (divide	ends, ine	duding	those	a from a	stocks	e of the	nual
		to the Internal Revenue Code unless otherwise	funds)							
noted		to his militaria reference cour diffee eniciment	• Form 1099-MISC (vari	ous typ	es of it	ICOME	, prize	a, awa	uds, cr	gross
Futur	e developments	. For the latest information about developments	proceeds)		i formal .	-also		·	e a altin	
relate	d to Form W-9 as	nd its instructions, such as legislation enacted	<ul> <li>Form 1099-8 (stock of transactions by brokers</li> </ul>		i ittiita i	aditio e	anu ve	ressi O	PEL PER	-
after	they were publist	ed, go to www.irs.gov/FormW9.	• Form 1099-S (proceeds from real estate transactions)							
Pur	pose of Fo	rm	• Form 1099-K (mercha						TROSPO	tions)
	-	(Form W-9 requester) who is required to file an	• Form 1098 (nome mo				*			
		the IRS must obtain your correct taxpayer	1098-T (tuition)			ia rasa.	1			
identi	fication number (	TIN) which may be your social security number	• Form 1099-C (cancel:	ed debti	ı				•	
		yer identification number (TTN), adoption	• Form 1099-A (acquisit			ເກອດຊັ	of sect	ured c	xoperti	ħ :
(EIV)	yer suerminualistii to report on an i	number (ATIN), or employer identification number nformation return the amount paid to you, or other	Use Form W-9 only if							
amou	int reportable on	an information return. Examples of information	alien), to provide your o			•		_		
		enct limited to, the following.	li you do not return F							
• For	m 1099-INT (inte	rest earned or paid)	be subject to backup w	ithholdi	ng. See	Wha	t is bac	жир у	withthow	ding,

Form W-9 (Rev. 10-2018)



#### 4.2.8

K) Access Information Management Corporation - Sunbiz



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Previous On List ... Next On List ... Return to List

Events Name History

#### Detail by FEI/EIN Number

Foreign Profit Corporation

ACCESS INFORMATION MANAGEMENT CORPORATION

#### Filing Information

**Document Number** F18000005726

 FEI/EIN Number
 04-3408536

 Date Filed
 12/03/2018

State MA ACTIVE

Last Event NAME CHANGE AMENDMENT

Event Date Filed 02/16/2021
Event Effective Date NONE

#### **Principal Address**

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

#### Mailing Address

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

#### Registered Agent Name & Address

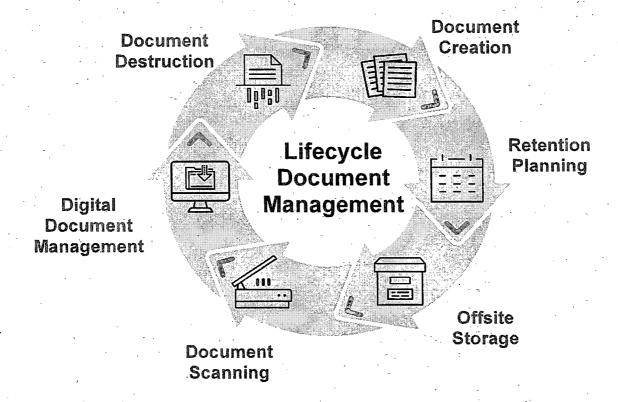
C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324





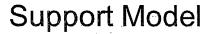
### Client Experience | City of Fort Lauderdale

- We continually improve our onboarding, implementation and product education
- processes through direct, in-depth discussions and feedback sessions with our end users.
- We remain connected to industry analysts and forums to keep up to date with market and regulatory trends and changes.
- Project Managers and Account Managers are your voice and advocates within
  Access. They help you make the most of your investment and provide visibility into
  our product roadmap as well as new feature releases. Project managers build the
  process, establish communication checkpoints, and collaborate across all departments
  within Access to ensure your conversion initiative remains on schedule. Account
  Managers will support in local escalations or urgent requests.



### Client Experience | City of Fort Lauderdale





## Ramon Arevalo - Account Executive

- Accountable for overall client and program success
  - · Formal business reviews
  - Operational metrics and innovation programs

#### **Project Management**

- · Full transition planning
- Enhance / adjust current program as
- Create & Deploy Tailored Standard
- Manage Current Supplier
- Track all issues, develop escalation paths and standard KPIs for transition

#### In Market Operations

- · Lead local transition plan
- Build relationships with local client Train "in market" ops team
- Accountable for ongoing operational service level performance

#### Client Care

Centralized in the Southeast

- Committed resource tothe City of Fort
- Dedicate email support process
- Cientcareeast@accesscorp.co
- Trained on SOPs
- First line of engagement for any operational/billing issue
- Measured on KPIs and Net Promote

#### **Executive Sponsorship**

- Leigh Young Chief Operating Officer
- Ryan Young SVP. Business Development
- Dan DeLauro
- Director Client Success
- Andy Wanger

Access

28 | Copyright @ 2022 Access

#### Diversity, Equity & Inclusion (DEI) at Access

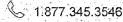


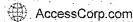
#### Our DEI Mission Statement:

At Access, our organization is built on the foundation of inclusivity. We foster a culture that promotes diversity and equity, allowing each team member to contribute in a meaningful way. We strive daily to recognize and address unconscious bias and prejudice, and listen to every voice, which creates a collaborative and supportive environment where everyone is valued, and their contributions make a difference for our company, clients and community.

Access









#### **About Access**

Access is the largest privately-held records and information management services provider worldwide, with operations across the United States, Canada, Central and South America. Access provides transformative services, expertise, and technologies to make organizations more efficient and more compliant. Access helps companies manage and activate their critical business information through offsite storage and information governance services, scanning and digital transformation solutions, document management software including CartaHR, CartaDC and CartaDC Essentials, and secure destruction services. For 11 consecutive years, Access has been named to the Inc. 5000, the ranking of fastest-growing private companies in the U.S.

## Event #7

# Records Storage, Retrieval & Disposal Services RFP Questionnaire

Na	me of proposing firm:
1.	After Receipt of Order (ARO) how many days will it take to perform all services, including but not limited to providing inventory of the boxes/racks to City, of City records from the current Contractor's facility for storage?
	TBD/N/days/ARO
2.	After City approval of the new contract, how many days will be required before you are able to begin the retrieval, return and destruction services required?
	TBD∰ /days/ARO
3.	As a part of the initial hand-off of the estimated 28,167 of current City records, will your company incorporate the existing multiple numbering systems in your newly created numbering system?
	Yes ✓ No
	If no, how long before the new numbering system be ready for use?
	/days
4.	Provide the location/address of the facility at which these services will be performed, if different from your company address, as provided on the Bid/Proposal Signature Page.
	Access Pompano: 2900 NW 27th Avenue, Suite 106, Pompano Beach, FL 33069 Acc
• .	
5.	Is the new Contractor's storage facility where the City records will be stored located outside of a designated Hurricane Evacuation Area?  Yes No

		vill be stored have a minimum of 41,160 cubic feet of the current and projected City's storage needs, while ditions?
		Yes V No
	Note: 41,160 cubic feet is just a measure of total vor required by the State of Florida building code.	volume. It does not include the area around the boxes
· <b>7.</b>	Does your company deliver and pick up records in	
		Yes. ✔ No
8.	returns. (Examples: email orders, phone orders, e	eceive orders/requests for box/rack retrievals and or etc.)
	Access FileBRIDGE Portal: https://portal.	.filebridge.com/
,		
9.	What is the anticipated response time to a general	
		Days Hrs. 6Minutes
40	AME AND A STATE OF THE STATE OF	
10	. What is the anticipated response time to a genera	Days Hrs Minutes_10_
		Days Hrs Minutes
11	Does your company provide internet access to ch	heck on box/rack availability?
<del>-,-</del>	Does your company provide internet access to an	Yes V No
	If yes, does this system provide order request ca	apabilities?
	en e	Yes <b>√</b> No
12	<ol> <li>Please check Yes or No to the below requirement records will be stored:</li> </ol>	its for the Contractor's storage facility where the City
٠.	Security alarm system	Yes ✓ No
•		
	Regular (once a month) Pest Control Services	Yes ✓ No

			above the floor	No
			•.	<del></del> -
, 	andan as with Fine Day			L _ <b>f</b> :1:4
iarked in acco	ordance with Fire Der	artment regulation		
	- · · · · · · · · · · · · · · · · · · ·	·	Yes <b>.▼</b>	No LI
	,		; .	· ,
m		•	Yes  ✓	No
		-		•
r system a we	et or dry system		Wet  ✓	Dry
			,	<del></del>
			,   . :	
storage racilit	y where the City reco	oras will be stored		
	i i i i i i i i i i i i i i i i i i i	·. ·	Yes	No 🛂
mpany offer o	other climate control	options to preser	ve the City record	ds in storage?
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	*. 9			
•				•
rds will be	stored in our non a	air-conditioned	warehousing.	We do have
			, .	
	-0.T\	91		
•		iii accept orders to	or standard retrie	evais and return
ay delivery by	7 3.30 pm:		en.	
	•		•	
				٠.
y provido as s	etandard sonvices de	ivery of new hove	os retrieval and r	eturn of hoves
	standard services, del ame date and time fo			eturn of boxes
	standard services, del ame date and time fo		elivery charge?	a 🗀
	ame date and time fo	r one standard de	elivery charge?	eturn of boxes
ation at the sa	ame date and time fo	r one standard de	elivery charge? Yes	No No
ation at the sa	ame date and time fo	r one standard de nt has the Plannin	elivery charge? Yes	No No Code
	n r system a we storage facilit mpany offer o	r system a wet or dry system storage facility where the City recompany offer other climate control	r system a wet or dry system storage facility where the City records will be stored mpany offer other climate control options to preser rds will be stored in our non air-conditioned latest time (EST) your company will accept orders for	storage facility where the City records will be stored air-conditioned?  Yes  mpany offer other climate control options to preserve the City record  rds will be stored in our non air-conditioned warehousing.

If both the Planning and Zoning Division and the Code Enforcement Division have deliveries scheduled

for the same day and time would one Standard Retrieval charge, be applicable or two?

	One[V]Iwo[_]
7.	Scenario 2: The Public Works Department is located at 100 N. Andrews Avenue, but they are located on both the $4^{th}$ and $5^{th}$ floors.
	If Public Works requires having deliveries on both floors does your company charge on retrieval and/or pickup fee for delivery to one address even if they are separate orders for the same department on different floors of the same address?  Yes No
8.	Scenario 3: The City Clerk's Office and the Procurement Department are located at 100 N. Andrews Avenue, and they are located on two different floors.
	Does your company charge one retrieval and/or pickup fee for delivery to one address even if more than one department has separate orders on different floors of the same address?  Yes No
	1 <del>43140</del>
	Does your company request separate charges for each Department and/or floor of an address?
	*Please note: Under variances in the Pricing Section if there is a fee for separate orders at the same address that are delivered on the same day.
L9.	. This question is for all new Contractors.
	If your Company is awarded the RFP please indicate how your company plans on moving the estimated 28,167 boxes/racks of City Records from the current facility where they are stored in West Palm Beach, Florida to your facility.
	Access would assign a Internal Project Manager to take full control of the process. Mov

20. This question is for the current Contractor.

Should a new Contractor be awarded the new contract please explain how your company plans to provide a seamless hand-off of the 28,167 boxes/racks at the current facility including organized preparation of inventory for removal/pickup by awarded Contractor.

,	pui poses baseu i	on the custome	er's preferei	nce ?"Explain	•	Ϋ,
		· .	* *,	,		
Yes, Our Inventory	y Managemen	t System allo	ows for dif	ferent field	ls to be popu	ılated s
					, and the second	
	٥					•
Provide your company	's procedures fo	r on-site recor	ds destructi	on.		1
	7		•	?		
· · · · · · · · · · · · · · · · · · ·		~	,			· ·

## Question Responses (5,000 row record limit)

Question	Question Attachment	Answer	Send Question To Cont	ract Answer Attachment	Email 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 questionarre?	RFP Questionairre -City of Fort Lauderdale (2).pdf	Yes	<b>♦</b> Yes	City of Fort Lauderdale signed.pdf	<b>()</b> Yes
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	<b>Y</b> es		Yes
Attach references per RFP Section 4.2.5 Have you attached the required form?	References.pdf	Yes	Yes	4.2.5.docx	Yes
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	Yes		Yes
Identify any subcontractors that may be utilized during the term of this contract per RFP Section 4.2.7		Yes-Access will use 3rd party Transportation for the initial volume box transition. We will follow a secure chain of custody throughout the transfer as once the material is locked in the tractor, it will only be opened by the Access Support center	Yes	4.2.7.docx	Yes

Question	Question Attachment	Answer	Send Question To Contract	Answer Attachment	Email Attachment
Per Section 4.2.8.A, please complete and attach the Proposal Certification form. Has this form been completed and attached?	Bid Proposal Certification	Yes	• Yes	Bid Proposal Certification Page 09- 2022.pdf	Yes
Per Section 4.2.8.C, please complete and attach the Non-Collusion Statement form. Has this form been completed and attached?	Non Collusion Statement 09-2022.pdf	Yes	Yes	Non Collusion Statement signed.pdf	Yes
Per Section 4.2.8.D, please complete and attach the Non-Discrimination Certification form. Has this form been completed and attached?	Non-Discrimination Certification Form 09- 2022.pdf	Yes	<b>⊕</b> Yes	Non-Discrimination Certification Form - signed.pdf	<b>♠</b> Yes
Per Section 4.2.8.E, please complete and attach the Local Business Preference (LBP) form. Has this form been completed and attached?	Local Business Preference Certification 09-2022.pdf	Yes	• Yes	Local Business Preference Certification 09-2022 - Signed.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?	Disadvantaged Business Enterprise Preference Certification 09-2022.pdf	Yes	Yes	Disadvantaged Business Enterprise Preference Certification signed.pdf	Yes
Per Section 4.2.8.G, please complete and attach the Contract Payment Method form. Has this form been completed and attached?		Yes	<b>♠</b> Yes	Contractor Payment by P-Card Form signed.pdf	• Yes
Per Section 4.2.8.H, please complete and attach the E-Verify Affirmation Statement form. Has this form been completed and attached?	E- Verify_Affirmation_State ment 09-2022.pdf	Yes	Yes	E- Verify_Affirmation_Sta tement 09-2022 signed.pdf	Yes

#### Question Responses (5,000 row record limit) continued...

		*						
Question	Question Attachment	Answer		Send Question To Contract		Answer Attachment	Email Attachment	
Per Section 4.2.8.I, please upload a previous Insurance Certificate. Has this form been completed and attached?		Yes		Yes		4.2.8i.docx	• Yes	,
Per Section 4.2.8.J, please upload the W-9 of the proposing firm. Has this form been completed and attached?		Yes	: :	Yes		Form W-9 Access Corp.pdf	Yes	-
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		Yes		4.2.8k.docx	Yes	

## 4.2.6: Minority/Women (M/WBE)

Access is not a Minority/Women (M/WBE) Participation organization.

## 4.2.7: Subcontractor

The initial transition will consist of Access's 3rd party transportation company, in supporting the volume loads from the incumbent. Onboarding transportation vehicles will consist of both Access Trucks and vetted subcontract tractor trailers.

#### CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/). Access Information Management Corp. EIN (Optional): 043408536 Company: (Legal Registration) 500 Unicorn Park Dr. Suite 503 Address: City: Woburn Zip: 01801 State: 9547748276 Clientsupporteast@accesscorp.com FAX No.: Email: Telephone No.: Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): To be determined\_ Total Bid Discount (section 1.05 of General Conditions): Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal: Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation. Submitted by: Matt Bennett Name (printed) Signature 12/12/2022 Business Development Executive Title

revised 09-2022

Date



#### NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10,8.3.

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name (Printed)

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Authorized Signature		•	Title				-		
Matt Bennett		•	12/8	3/2022	<u> </u>		•		

Date

RELATIONSHIPS



## CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Matt Bennett, Business Development Executive

Authorized Signature Print Name and Title

12/8/2022

Date



#### LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder 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 bidder 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.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<a href="https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2">https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR\_CH2</a>

AD ARTVFI DIV2PR S2-186LOBUPR

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 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 and staffed with full-time
  employees within the limits of the City and shall maintain a staffing level of the prime contractor
  for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. 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 and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. 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 and staffed with full-time employees within the limits of Broward County.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



#### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)		is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	
(2)		is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26; Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
	Business Name	,
(3)	Access Information Management Corporation (Retrievex)	is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a
	Business Name	formal request by the City.
	busilless Name	
(4)		requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request but the City.
	Business Name	by the City.
(5)		requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request
•	Business Name	by the City.
(6)		is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
	Business Name	

BIDDER'S COMPANY: Access Information Management Corporation				
AUTHORIZED COMPANY PER:	Matthew Bennett	MB	12/8/2022	
•	PRINT NAME	SIGNATURE	DATE	



#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

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 DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class-claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- B) List of the names of all employees of the bidder 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.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

#### **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 a 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.



#### **DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1)		is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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.
	Business Name	
(2)		is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that
		has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged
	Business Name	certification as established in the City's Procurement Manual.
(3)		is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business
	Access Information Management Corporation (Retrievex)	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.
	Business Name	
(4)		is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in
	No. 2	the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
	Business Name	
(5)		is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.
	Business Name	
	3	

BIDDER'S COMPANY: Access Information Management Corporation				
2	Matthew Rennett	· ·	12/8/2022	
	PRINT NAME	SIGNATURE	DATE	



#### **CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you	ı prefer:
MasterCard	
✓_ Visa	
Access Information Managem	ent Corporation
Company Name	
Matt Bennett	MB-H
Name (Printed)	Signature
Business Development Executive	12/8/2022
Title	Date



#### **E-VERIFY AFFIRMATION STATEMENT**

Solicitation/Bid /Contract No: 12733-433
Project Description:
Records Storage, Retrieval and Disposal Services for the City of Fort Lauderdale
Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,
A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.
The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract
Contractor/Proposer/ Bidder Company Name: Matt Bennett/Access
Authorized Company Person's Signature:
Authorized Company Person's Title: Business Development Executive
12/8/2022 Date:

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#### CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy[ies] must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPPESENTATIVE

Evidence of Coverage

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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CARRIER	• .	NAIC COSE					
See Page 1		See Page 1	EFFECTIVE DATE: See Page 1				
ADDITIONAL REMARKS							•
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(Rev. October 2018) Department of the Treasury Internal Revenue Service

#### **Request for Taxpayer Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line; or	to not leave this line blank					1					
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2. I ai Se no	e number shown on this form is my correct taxpayer identification nur n not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a fail longer subject to backup withholding; and	ackup withholding, or (b	) I have	not I	been no	tified	by the	Inte	rnal ied r	Rev	enue nat I	ei am
3. I a	n a U.S. citizen or other U.S. person (defined below); and											
4. Th	FATCA code(s) entered on this form (if any) indicating that I am exer	npt from FATCA reportis	ng is cor	rrect								
you h acqui other	ication instructions. You must cross out item 2 above if you have been ave failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	estate transactions, item : itions to an individual reti	2 does n rement a	ot ap	oply. Fo gement	r mort (IRA).	gage in and or	nteres enera	st pa IIv. c	id, avm	ents	5
Sigr Her			Date ►	2/	15/20	22						
Ge	neral Instructions	• Form 1099-DIV (d	lividends	s, inc	luding	those	from s	tock	s or	mut	ual	
Secti noted	on references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC proceeds)	(various	s type	es of in	come	, prizes	ı, aw	ards	, or	gros	s
relate	re developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (sto transactions by bro</li> </ul>		utual	l fund s	ales a	nd cer	tain d	othe	r.		
		<ul> <li>Form 1099-S (pro</li> </ul>	ceeds fi	rom	real est	ate tra	ansact	ions)	,			
<b>Pu</b> i	pose of Form	<ul> <li>Form 1099-K (me</li> </ul>	rchant c	ard i	and thi	d.par	ty netv	vork 1	trans	sacti	ons	)
infor	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home 1098-T (tuition)</li> </ul>	mortga	ıge ir	nterest)	1098	B-E (stu	dent	loai	n inte	eres	t),
	ification number (TIN) which may be your social security number	<ul> <li>Form 1099-C (car</li> </ul>	nceled d	iebt)								
	), individual taxpayer identification number (ITIN), adoption lyer identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>										

Form W-9 (Rev. 10-2018)

• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN.

later.

(EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

4.2.8

Access Information Management Corporation – Sunbiz



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Previous On List Next On List Return to List

Events Name History

#### Detail by FEI/EIN Number

Foreign Profit Corporation

ACCESS INFORMATION MANAGEMENT CORPORATION

#### Filing Information

Document Number F18000005726

**FEI/EIN Number** 04-3408536

 Date Filed.
 12/03/2018

 State
 MA

Status ACTIVE

Last Event NAME CHANGE AMENDMENT

Event Date Filed 02/16/2021 Event Effective Date NONE

#### Principal Address

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

### Mailing Address

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

#### Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324



#### ACCESS INFORMATION MANAGEMENT CORPORATION

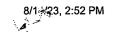
#### Certificate of Secretary

I, Brian M. Greene, being the duly elected, qualified and acting Secretary of Access Information Management Corporation, (the "Corporation"), hereby certify in such capacity that the following information is true and exact to the best of my knowledge:

- 1. Andrea Bollefer is Senior Vice President of Client Success and New Business and part of the Sales and Client Success National Sales Team at Access; and
- 2. Access, through its Global Reservation of Authority Policy, has approved Andrea, as a Senior Vice President, to execute contracts up to \$250,000.00 in Annual Contract Value.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of August 2023.

Brian M. Greene





Department of State / Division of Corporations / Search Records / Search by Entity Name /

#### **Detail by Entity Name**

Foreign Profit Corporation
ACCESS INFORMATION MANAGEMENT CORPORATION

**Filing Information** 

**Document Number** 

F18000005726

**FEI/EIN Number** 

04-3408536

**Date Filed** 

12/03/2018

State

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**Status** 

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Last Event

NAME CHANGE AMENDMENT

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NONE

#### **Principal Address**

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

#### **Mailing Address**

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

#### Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

#### Officer/Director Detail

#### Name & Address

Title C

Davis, Ken

500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801

Title D

CHENDO, JOHN M 500 UNICORN PARK DRIVE, SUITE 503 WOBURN, MA 01801 Title DT

REDFERN, TIMOTHY L 500 UNICORN PARK DRIVE, SUITE 503 **WOBURN, MA 01801** 

Title P

CHENDO, JOHN M 500 UNICORN PARK DRIVE, SUITE 503 **WOBURN, MA 01801** 

Title CEO

Davis, Ken 500 UNICORN PARK DRIVE, SUITE 503 **WOBURN, MA 01801** 

Title S

Greene, Brian 500 UNICORN PARK DRIVE, SUITE 503 **WOBURN, MA 01801** 

#### **Annual Reports**

Report Year	Filed Date
2021	04/08/2021
2022	04/04/2022
2023	04/18/2023

#### **Document Images**

04/18/2023 ANNUAL REPORT	View image in PDF format
04/04/2022 ANNUAL REPORT	View image in PDF format
04/08/2021 ANNUAL REPORT	View image in PDF format
02/16/2021 Name Change	View image in PDF format
04/23/2020 ANNUAL REPORT	View image in PDF format
04/19/2019 ANNUAL REPORT	View image in PDF format
12/03/2018 Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations



#### CITY MANAGER'S OFFICE

## DOCUMENT ROUTING FORM



Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 8/14/2023
DOCUMENT TITLE: Agreement for Records Storage, Retrieval and Disposal Services Event #7-2 (formerly ITB 12733-435)
COMM. MTG. DATE: 7/5/2023 CAM #: 23-0557 ITEM #: CP-1 CAM attached: X YES NO
Routing Origin: FIN-Proc Router Name/Ext: M. Eaton/5141 Action Summary attached: X YES NO
CIP FUNDED: YES NO  Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.
2) City Attorney's Office: Documents to be signed/routed? X YES NO # of originals attached: 1
Is attached Granicus document Final? X YES NO Approved as to Form: X YES NO  Date to CCO: 8 17 2023 Attorney's Name: Paul Bangel Initials
3) City Clerk's Office: # of originals: 1 Routed to: CMD Ext: Date: 8-17-23
4) City Manager's Office: CMO LOG #: Document received from:  Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT GREG CHAVARRIA as CRA Executive Director  APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN
PER ACM: A. FAJARDO (Initial) S. GRANT (Initial)
PENDING APPROVAL (See comments below)  Comments/Questions:
Forward originals to Mayor eco Date:
5) Mayor/CRA Chairman: Please sign as indicated.  Forwardoriginals to CCO for attestation/City seal (as applicable) Date:
INSTRUCTIONS TO CITY CLERK'S OFFICE
City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 (Name/Dept/Ext)
Attach certified Reso # YES NO Original Route form to CAO

