

## **Solicitation 575-11786**

# **Scanning, Indexing, Imaging and Media Conversion Services**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 575-11786

### Scanning, Indexing, Imaging and Media Conversion Services

Bid Number 575-11786  
 Bid Title Scanning, Indexing, Imaging and Media Conversion Services

Bid Start Date Sep 19, 2016 10:29:14 AM EDT  
 Bid End Date Nov 10, 2016 2:00:00 PM EST  
 Question &  
 Answer End Date Oct 4, 2016 5:00:00 PM EDT

Bid Contact AnnDebra Diaz  
 Procurement Specialist II  
 Procurement  
 954-828-5949  
 adiaz@fortlauderdale.gov

#### Addendum # 1

New Documents 11786-Database sample.pdf

**Changes were made to the following items:**  
 Scanning, Indexing, Imaging and Media Conversion Services

#### Description

The City of Fort Lauderdale, Florida (City) is seeking competitive sealed proposals from qualified Proposers, hereinafter referred to as the "Contractor", whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Scanning, Indexing, Imaging and Media Conversion Services (hereinafter referred to as "Services"), in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For further information, go to [www.bidsync.com](http://www.bidsync.com).

#### Added on Sep 29, 2016:

Database sample has been included for review purposes only.

#### Added on Oct 4, 2016:

The opening date has changed to Tuesday, November 1, 2016. All other terms, conditions and specifications remain unchanged.

#### Added on Oct 31, 2016:

Addendum No. 1 has been included. Refer to document titled "11786-Addendum No. 1" for all revisions. Be sure to include signed addendum and revised cost proposal page with your submittal.

The bid end date has been changed to Thursday, November 10, 2016 at 2:00PM.

#### Addendum # 1

City of Fort Lauderdale  
Scanning, Indexing, Imaging and Media Conversion Services  
RFP # 575-11786

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking competitive sealed proposals from qualified Proposers, hereinafter referred to as the “Contractor”, whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Scanning, Indexing, Imaging and Media Conversion Services (hereinafter referred to as “Services”), in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Submission Deadline

Sealed proposals shall be delivered during the City’s normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid 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 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) 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 BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. 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 BidSync.

### 1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at [adiaz@fortlauderdale.gov](mailto:adiaz@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). 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.

(See addendum section of BidSync Site). Contractor's 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 BidSync shall become part of any contract that is created from this RFP.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) 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 BidSync 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 BidSync 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 BidSync 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

Consultant 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 must 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.

Prices proposed 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 Proposer.

### 2.6 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.

## **2.7 Related Expenses/Travel Expenses**

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

## **2.8 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.

## **2.9 Mistakes**

The consultant 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.

## **2.10 Acceptance of Proposals / Minor Irregularities**

**2.10.1** 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.

**2.10.2** The City reserves the right to disqualify Consultant 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 Consultant.

## **2.11 Modification of Services**

**2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, 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.

**2.11.2** 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.

**2.11.3** 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.

**2.11.4** 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.

**2.12 No 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.

**2.13 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

[http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

**2.14 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 of its requirements, including all form and substance.

**2.15 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.

**2.16 Minimum Qualifications**

Proposers shall be in the business of scanning, indexing, imaging and media conversion 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 principals 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.

**2.16.1** Proposer or principals shall have experience in scanning, indexing, imaging and media conversion services. Project Manager assigned to the work must have experience in above mentioned services and have served as project manager on similar projects.

- 2.16.2** 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.
- 2.16.3** 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.
- 2.16.4** 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.
- 2.16.5** Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

## **2.17 Lobbying Activities**

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

## **2.18 Local Business Preference**

- 2.18.1** Section 2-199.2, 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:
- 2.18.2** 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.
- 2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.



**2.18.4** The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

#### **2.18.5 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:

1. 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.

#### **2.19 Protest Procedure**

**2.19.1** Any Proposer or Bidder 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 protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**2.19.2** The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **2.20 Public Entity Crimes**

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### **2.21 Subcontractors**

**2.21.1** 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 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.

- 2.21.2** 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.
- 2.21.3** Contractor shall require all of 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..

## **2.22 Insurance Requirements**

- 2.22.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.
- 2.22.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.
- 2.22.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the

Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

### **Cyber and Privacy Liability Insurance**

Limits: \$1,000,000

**2.22.4** A copy of **ANY** current Certificate of Insurance should be included with your proposal.

**2.22.5** In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale  
 Procurement Services Division  
 100 N. Andrews Avenue, Room 619  
 Fort Lauderdale, FL 33301

### **2.23 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 in the City.

### **2.24 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.

## **2.25 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.

## **2.26 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.

## **2.27 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:

**2.27.1** 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;

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

**2.27.3** 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

**2.27.4** 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.

## **2.28 Canadian Companies**

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.

**2.29 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.

**2.30 Contract Period**

The initial contract term shall commence upon date of award by the City and shall expire three years from that date. The City reserves the right to extend the contract for two, additional one-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 ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.31 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**2.32 Service Test Period**

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

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

**2.33 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.

**2.34 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.

**2.35 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.

**2.44 Service Organization Controls**

The Contactor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

**2.45 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.

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

The City of Fort Lauderdale is situated on the southeast coast of Florida, centrally located between Miami and Palm Beach, encompassing more than 33 square miles, with a population of approximately 176,013. Fort Lauderdale is the largest of Broward County's 31 municipalities. The City was established March 27, 1911. The Form of City Government: Commission – Manager. Fort Lauderdale is a city with approximately 2,200 employees providing citizens with a full complement of municipal services.

### **3.1 Introduction**

The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified firms whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Scanning, Indexing, Imaging and Media Conversion Services (hereinafter referred to as "Services").

The awarded contract (hereinafter referred to as "Contract") will be a usage contract between the City and the awarded Proposer in accordance with this Scope of Services. The Contractor must be capable of providing off-site Scanning, Indexing, and Imaging services and/or Media Conversion services (Services) in accordance with the RFP specifications. It is the intent of the City to award one Proposer the entire contract; therefore each Proposer must submit pricing on all the services described in this RFP.

The City requests the Contractor to have sufficient resources to be able to provide the Services in an efficient and accurate manner. The City and the awarded Contractor will mutually develop a procedure as well as a pickup and delivery schedule.

### **3.2 Scope of Work - Services Overview and Approach**

Contractor shall provide all labor, materials, tools, and equipment required for the Services for all City departments requesting Services under Contract. Services shall be provided on an as-needed basis per department requirements and City.

Florida municipalities are governed by rules established by the Florida Department of State which recognizes both the TIFF and PDF file as the standard for Electronic Record Keeping Requirements.

Public records must be scanned in accordance with Rule 1B-26.003, Florida Administrative Code. For records with a minimum retention of over 10 years, the rule states that the records must be scanned at a minimum 300 dpi and use "a published International Organization for Standardization (ISO) open standard image format." These formats include TIFF (Specification 6.0), PDF, PDF/A, and others. The city desires the images to be produced preferably as TIFF in most instances, unless otherwise specified prior to processing.

Per the Rule, Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

### **3.3 Project Services Definition and Objective**

The City of Fort Lauderdale will be using Laserfiche Rio 10.0 as the repository of all electronic records. The Department of Sustainable Development, in particular, will initiate the digitization of its current and archived hard copy documents which include documents on paper, microfilm.

The services are to include pickup, transport, document preparation, scanning, indexing, ultimately record destruction, and media conversion services, (primarily scanning and indexing). The converted images with metadata (tagged tiff images) will be provided in a Laserfiche format (volume) appropriate to be imported into the City's Laserfiche environment for record retention purposes. It is the sole responsibility of Contractor to ensure that Contractor's Laserfiche systems are kept up-to-date and can provide a volume that is fully compatible with the Laserfiche version being used by the City at any time.

Various other City departments or divisions may also require scanning and indexing services and/or conversion of microfilm to scanned images during the course of the contract as the need arises, and depending upon available funding sources.

### **3.4 Service Provisions, Functional and Technical Requirements - Scanning, Indexing and Imaging Service Provisions**

Scanning Facilities (Service Center) – Contractor's scanning and indexing facilities must be located within the State of Florida. Proximity and security conditions shall be part of the evaluation criteria. The service center appointed by Contractor as the one to service the City's scanning and indexing needs shall be the one to scan and index all city documents including microfilm, paper or any other format. If at any point in time Contractor needs to transfer City documents (hard copy or electronic format) to another facility or network that is not the one appointed in the RFP response, Contractor will have to obtain prior approval of the respective City department/division and the Information Technology Services (ITS) Department.

The City will require site visits for all finalists of this RFP and may require additional visits throughout the contract term on mutually agreed dates and times. If during a visit the City finds a matter of concern, the City will notify the Contractor allowing for reasonable time for rectification.

### **3.5 Pickup and Turnaround Time**

The Contractor will pick up all City documents that are to be scanned and/or have media conversion performed from designated City sites; the City does not encourage subcontracting and requires the Contractor to transport City documents themselves, unless the City determines it to be in their best interest. Only the City will make that determination. All City sites are currently located within a ten-mile radius of City Hall. The City requires that not only the work be done in an accurate manner but also a timely manner. The City will determine the pickup locations and shall also require the Contractor to pick up on a scheduled or as needed basis of documents to be scanned and/or media conversion services performed.



### **3.6 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 containers within the vehicles.

### **3.7 Document Tracking and Inventory**

The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City department's inventory transmittal and the items received by the Contractor are to be resolved within ten (10) working days.

### **3.8 Document Preparation and Quality Assurance of Documents**

SCANNED - Preparation is to include the removal of all staples, fasteners, and paperclips; repair all torn or deteriorated edges with non-reflective tape or other method as accepted. Ordering/proper orientation of documents, examination of back sides for additional information to be scanned, straighten all folded plans and mount any irregular size memorandum on standard 8 1/2" x 11" paper and other wise make the documents ready for processing.

Also in preparation for scanning, Contractor should recognize the need for special image enhancement or threshold settings or unusual or discolored plans. Improve upon original clarity of difficult scans, identification of bi-tonal or grayscale needs.

After the scanning/media conversion services have been completed, prior to return delivery, the Contractor will be required to perform a final quality control step that compares the final output to the manifest the City provided the Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the Contractor.

### **3.9 Image Processing/Quality Requirements**

The scanned images produced should normally be done in black and white, however, some documents may require grayscale, bi-tonal or color depending on the information contained within the documents; if grayscale/color conveys information, and producing black and white documents would cause the loss of information conveyed, adjustments must be made accordingly.

Scanning will be performed in the same order as the paper is received and prepped. Documents will be returned to the box they were removed from and all control sheets will remain in their place to ensure the proper match of large format drawings to permit paperwork contained in the small format portion of the scanning process. Blank pages and any use of separator pages will be dropped from the final product based on a file size threshold. File folders are not to be scanned. The majority of documents must be scanned at 300 dpi and will be post processed utilizing the following processes:

1. Deskew

2. Black border removal
3. Punch hole filter
4. Image enhancement (for poor quality documents)
5. Noise Reduction
6. Image smoothing

Large format scans (17" x 22" and greater) at 300 dpi or 400 dpi or as required, will be produced separately from the small format scanning. Each drawing package will be broken down and scanned to specifications. The control sheets will be dropped by post process from the permit file upon final assembly of the images and the indexes. Each drawing will be post processed as indicated in the above settings for small format scanning. All data must be preserved in a form identical to, or functionally equal to, the original record.

Documents shall be rotated to provide maximum readability (e.g. letters shall be in the proper orientation when the document is displayed without rotation).

The Contractor shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

**QUALITY CONTROL** - The Contractor will sight verify a random sampling of the resulting output for clarity and faithful reproduction. All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the City until the prescribed quality is met. The Contractor will also be required to perform a final quality control step that compares the final output to the manifest the City provides to ensure that every document has been imaged and indexed.

In the event that the source document is not clear and legible, or a clear and legible reproduction cannot be produced, the Contractor is required to inform and provide a report to the respective department and Project Manager along with the document source in question.

Scanning process should provide for automatic detection for duplex scanning and blank pages. Both sides of documents shall be imaged as needed, excluding blank pages. All blank pages should be excluded from the process, including count and charge for scanned page(s).

**DRAWING/PLANS** - All images must be correctly oriented when opened with no rotation. Images must be aligned properly within the image environment. Images must not be skewed or distorted more than +/-3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image. The scanning equipment's specified "scan accuracy" must fall within the range of less than +/- 0.040" over 36 inches for Drawings. Paper skew tolerances must fall within the range of less than +/-0.1%.

**MULTIPLE PAGE DOCUMENTS** - A document may consist of one or many pages. If the document has more than one page this document must be scanned as a multi-page document with the exception of large format documents. Large format drawings may be required to be scanned as separate single page files as per specification of each City department or division.

IMAGE FILES AND INDEXING – Each City department will provide the appropriate Laserfiche template for importing image files with necessary indexing. Contractor shall then provide the scanned images for importing into City's Laserfiche Servers via a Laserfiche volume.

RECORDS ACCESSIBILITY – In the event a document is needed, the City will require designated City staff to have access to original City documents supplied to the Contractor. The Contractor will provide the ability to locate and return to the City department any original document that is in the possession of the Contractor within (24) twenty-four hours from the time of request by an authorized department agent. After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor's site to either complete the scanning, indexing or conversion process, whichever applies.

CONFIDENTIALITY, ACCURACY AND SECURITY OF DOCUMENTATION - It is vital that the Contractor understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Contractor receives the documents from the City, they are responsible for their safekeeping.

Contractor assumes responsibility for protecting City assets and maintaining their integrity, confidentiality, and availability. Contractor shall maintain physical and data protection and control of all City files at all times.

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The Contractor will be fined up to \$500 for a records box that is lost, stolen or damaged. Also, for media conversion purposes, the Contractor will be liable up to \$500 per roll of microfilm for any lost, stolen and/or damaged original while in the Contractor's possession. Also no unauthorized reproduction or duplication of any media produced by the Contractor is permissible. These documents may contain sensitive security information such as building plans, hospital plans, etc. Once the documents are in the hands of the Contractor, the Contractor becomes responsible for the security of the documents. The Contractor may not duplicate or sell the information contained any media source.

HARD COPY STORAGE - The Contractor will be required to maintain the City hard copy documents in a secure archival environment for a period of up to 120 days.

RECORDS DESTRUCTION - Once the City receives from the Contractor its scanned images with proper indexing, and has checked for both clarity and accuracy, the City Clerk's Office will normally require the Contractor to shred the original documents. The City prefers the Contractor to do the shredding themselves on the Contractor's site, but the City will permit the Contractor to hire an outside vendor that will perform shredding on the Contractor's site. (The City will not permit its documents to be taken off the Contractor's site for shredding.) If the Contractor hires an outside shredding vendor to do the shredding on the Contractors site, the outside shredding vendor must be bonded. In either instance, the Contractor will be required to have at least one of their own employees present during the shredding of all City documents. Once the City documents have been destroyed, the Contractor will be required to provide the City Clerk's Office and the departmental Project Manager the certificate of destruction that the Contractor signs along with a witness signature, verifying what documents have been destroyed, the date of destruction and that the security of the documents was safeguarded through the entire destruction process. The City reserves the right to have its own designated employee(s) present during the Contractor's destruction process. The City also

reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the City.

### **3.10 All City Departments – Specific Service Provisions**

Contractor is expected to enter into work arrangements with individual departments, with the departments submitting individual purchase orders for service under this Contract and to tailor services to meet department needs. Services subject to customization by individual departments may include, but are not limited to: Specific pickup/delivery schedules and turnaround will be determined by each department in coordination with Contractor. The minimum acceptable service level for Services is a minimum of one work week and a maximum of four work weeks from the time the work is received by Contractor.

Department Scope of Work/Volume - Document volume will be estimated and specified by department. The number of documents/records to be processed in a given timeframe will be negotiated by department directly with Contractor. Contractor shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms of the Contract.

The Contractor shall not perform work beyond the agreed upon cost, unless authorized by the department.

Provide special handling and scanning of older or degraded documents and plans. City expects Contractor will produce the best image possible and will make the necessary repairs, e.g., taping corners, staple removal, etc., to produce an acceptable product.

Scan documents contained within a file in the same sequence as originally received. If the individual department requires the return of document originals, Contractor shall return documents within a file in the same sequence as originally received. Actual file folders will not be scanned.

Ensure that all related documents, regardless of size, are scanned into and indexed in the same batch file. The City may consider two separate batches (large and standard format images) for the same group of related documents, as long as the metadata and images are delivered together and documents are kept together after scanning.

Document Return - All documents must be returned to City unless destruction is requested or otherwise specified in the purchase order.

Departments shall provide Contractor with records/documents that are stored in adequately marked boxes.

Each department will be responsible for providing a document manifest for each box of records, documents.

Contractor shall index each document/record according to templates provided by each department/division and approved by the City's ITS staff. ITS Staff will work with Contractor to define templates and other requirements for each department/division documents.

All Images must adhere to the standard TIFF 6.0 Specifications: STANDARD Record (master) copies of digital images must be in accordance with: Rule 1B-26.003, Florida Administrative

Code, Florida Administrative Code RECORDS MANAGEMENT -STANDARDS AND REQUIREMENTS for Electronic Recordkeeping. Per the Rule, Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

Provision of Scanned Documents via Medium may be provided via any media as mutually agreed by City and Contractor.

Contractor shall retain a copy of the data repository for a minimum of thirty (30) days or for a period specified by department after department has successfully imported the data.

In the event that department loses data and images, Contractor shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Contractor retention period.

### **3.10 Media Conversion Requirements**

#### Microfilm Rolls Conversion to Scanned Images

The City has approximately 100 rolls of 35mm microfilm and 2,923 rolls of 16mm microfilm to be converted to scanned images. The City observed that converting microfilm to scanned images increased the size of the file images, which greatly reduced the City's digital storage space. Each Proposer should state what method(s) they use to reduce the size of the file images when performing media conversion from microfilm.

### **3.11 Preliminary Production Test - Sample Requirement**

The City shall require a sample of scanned images with metadata, in the appropriate Laserfiche format for importing into the City's Laserfiche environment, from the short listed Proposers as part of the evaluation criteria for the award. Proposers shall produce the sample work from City selected documents including all media types. These samples and originally supplied documents shall be returned to the City's Departmental Project Liaison within five (5) working days of receipt for examination and approval. If the samples from the short listed Proposers fail to meet the City's requirements, the City will then request from the next three (3) highest rated responsible Proposers and so on until an approved satisfactory award can be made. The City will retain the samples as the standard of quality to be provided by the successful records Contractor throughout the contract period. The City may also provide the batch configuration for this test.

### **3.12 General Condition of Documents/Inspection Responsibility**

It is the Proposers' responsibility to inspect the condition of the original Building Services Division and Urban Design and Planning Division's general records and associated documents prior to submitting a bid. The Sustainable Development Department is located is at 700 NW 19th Avenue, Fort Lauderdale, FL 33311. All Proposers are encouraged to inspect the documents. Proposers are required to contact Valerie Arthur, Sr. Technology Strategist, 954-828-5026 (varthur@fortlauderdale.gov) to request and arrange an appointment to inspect the documents. Inspections will be allowed up to (3) days prior to the bid closing.

By submitting a proposal, the Proposer certifies that he/she is aware of the general condition of documents to be scanned and converted and that submission of a proposal is acknowledgement that they have familiarized themselves with those conditions.

The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work/services. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

The Proposer must complete pricing submission in the format below. Estimated quantities listed below are for information and tabulation purposes only. They reflect an estimate count of documents of the first division of the Department of Sustainable Development to initiate the digitization of the hard copy backlog. 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.

All Unit Prices must include prepping, scanning, indexing, returning scanned documents to respective packaging and boxes and delivery per requirements.

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses Bidsync ([www.bidsync.com](http://www.bidsync.com)) 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 Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. 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 Bidsync.
- 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. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion is 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.

- 4.1.6** One (1) original and two (2) copies plus five (5) properly labeled electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** 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 fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided 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. As part of the project approach, the Proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

#### **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. Local Business Preference (LBP)**

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

**e. 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.

**f. 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.

**g. Business License**

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office 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 present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

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

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

**5.2 Evaluation Criteria**

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

**5.2.2 Weighted Criteria**

Understanding of the Overall Needs of the City for Services	25%
Experience, Qualifications and Past Performance	25%
Methods & Resources for Performing Services	10%
Security & Location of Service Facility	10%
Cost for Services Performed	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**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 Name:** \_\_\_\_\_

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

Cost to the City: Contractor must quote firm, fixed, costs for all services 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.

**PRICING FOR SCANNING/IMAGING SERVICES:**

Pricing for scanning/imaging must include prepping and indexing.

**TRANSPORTATION COSTS**

Proposers must include any transportation costs in the unit price per image.

#	Item Description	Estimated Quantity	Unit Price	Total Price
1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	8,089,900		
2	Unit cost/per scanned image, for E size shop drawings.	1,096,700		
3	Unit cost/per scanned image, of 35mm building plans including drawings, permits, letter, etc. 100 rolls of microfilm required to be converted to scanned images (average of 1100 images per roll).	110,500		
4	Unit cost/per scanned image, of 16mm rolls, 2923 rolls of microfilm required to be converted to scanned images (average 2000 images per roll).	5,846,100		
5	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	30,000		
6	Grand Total			

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**SECTION VII – Questionnaire**

1. Please indicate percentage of total revenues from document management related activities.
2. How many years have you been in the business?
3. Where are your main, branch offices and/or service centers located?
4. Please provide a list of security measures your company follows to safeguard the information contained within your customer's documents; i.e., does your company use security badges for its employees, are background checks performed on your employees and are your employees bonded? How often are your servers/workstations backed up? Please elaborate.
5. Please describe in detail the security devices and technologies currently deployed in your computer network and how are your servers/workstations protected from intrusion originating from either inside or outside?
6. Please provide your company's procedures for tracking inventory (your customer's documents) once they are picked up from your customers. Please elaborate.
7. Please provide a list of equipment your company uses for Scanning and Media Conversion from Microfilm to Scanned Images. Include the make and model number of the equipment, how many of each and also the current version of scanning software being utilized. Also, explain your process of creating tagged TIFF images, performing indexing, and quality control process.
8. The City desires no loss of quality in converting microfilm images to scanned images. Also, the City has observed in the past that converting microfilm to scanned images increased the size of the file images; what method(s) does your company use to reduce the size of the file image when performing media conversion from microfilm? Please elaborate.
9. Does your company shred documents on its site or do you hire an outside shredding vendor to perform the shredding on your site? If you do hire an outside vendor, what is the name of the company, their location and are they bonded? Describe the entire destruction process in detail, include any safeguarding measures and include where the documents are sent once they are shredded.
10. How many square feet is your storage facility where the documents will be stored, scanned and media conversion services performed? What is the address of the facility?
11. Please indicate 'yes' or 'no' to the following requirements about the facility where the documents will be stored and scanned and media conversion services performed:

Air conditioned Yes \_\_\_ No \_\_\_

Security Alarm system with recorded video surveillance Yes \_\_\_ No \_\_\_

30 days minimum retention of recorded surveillance Yes\_\_\_No\_\_\_

Fire Sprinkler system Yes\_\_\_No\_\_\_

Is your fire sprinkler system a wet or dry system Wet\_\_\_Dry\_\_\_

Fire Extinguishers marked in accordance with  
Fire Department regulations throughout the facility Yes\_\_\_No\_\_\_

Will all City records be kept at least 2 feet above  
the floor while stored in your facility? Yes\_\_\_No\_\_\_

12. Does your company use its own vehicles to transport documents?
13. Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned?
14. Do you transport magnetic media in magnetic containers within the vehicles?
15. Do you transport in Waterproof containers?
16. What method does your company use to straighten out the documents before scanning?
17. Please provide an example of your company's invoices, the Purchase Order address and Remit Address if different. Is your company able to accept a City P-CARD (credit card) as payment?
18. Please provide your standard turnaround times for various scanning and media conversion requests. The Proposer's response should include day of pickup and delivery; Please use a volume of 20,000 documents (10,000 standard size documents and 10,000 large formats [E Plans]) for example. This is strictly for example purposes and does not constitute an average City pick-up; the number of City documents to be picked up may be higher or lower depending on work prepared for pickup at that time. The Proposer awarded the contract will be expected to meet or exceed the proposed turnaround times listed here, if the Proposer awarded the contract cannot meet their proposed turnaround times, the City will have the option of canceling the contract.
19. What is the software product and version of scanning/capture tool used?
20. What types of images are supported? Examples, TIFF, CCITT Group 3 & 4, others please list?
21. Is the system able to provide images with the quality of a TIFF but have the compression capabilities of JPEG?
22. What size image documents can the system handle? Please indicate smallest to largest.
23. Do you have the ability to produce **PDF Image Only, PDF/A or PDF Searchable** images,

in accordance with a published International Organization for Standardization (ISO) open standard image format? Is the image file header Non-Proprietary?

24. Does your scan software perform thresholding, deskewing, despeckling, dynamic image enhancement, and edge enhancement?
25. The City requests the Contractor to keep the City documents for up to 120 days in a secure archival environment during and after the scanning process is complete. Are you able to comply with this request? If not, what is the maximum amount of time your company will keep the City records?
26. Do you offer tiered pricing for volume image scanning services? If so, could you please attach a description and the tiered pricing structures as an appendix to your response?
27. If you do offer tiered cost per image pricing structure, if so would you consider the tiered pricing for all future services for other departments?
28. Does your company require all its employees, as a condition of continued employment, have criminal background checks and sign confidential non-disclosure agreements?
29. City can provide a data file of the folio, permit number and other data fields that would contain the remaining value for the metadata, which could reduce most of the data entry. Is this something your agency could support? If so, is this reflected in your price per index charge in your cost proposal?



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 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 (2016), 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 (2016), 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the Form G-107 Rev. 08/2016

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** 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.

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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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER 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 PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. 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.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**5.22 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 CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be 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 (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

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

**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**

**RELATIONSHIPS**

_____	_____
_____	_____
	_____
	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**



**CONTRACT PAYMENT METHOD BY P-CARD**

**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

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.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's 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-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. A copy of the Broward County 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. 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-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
NAME SIGNATURE DATE

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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/>).

Company: (Legal Registration) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**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. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, indirect, 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:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

revised 04/10/15

## Database sample:

08072383	9224073010	3700 N FEDERAL HWY
08072433	0215105080	2020 S ANDREWS AV
08072415	9319040700	3308 NE 38 ST
08072405	0204110670	642 NW 14 WY
08072413	9319030700	43 CASTLE HARBOR ISLE
08072386	0216090310	1505 SW 20 AV
08072443	0221120280	1531 SW 26 ST
08072444	0221120270	1515 SW 26 ST
08072419	9233090340	1611 NW 16 ST
08072420	9233110040	1636 NW 18 AV
08072421	9233090300	1627 NW 16 ST
08072412	9235150190	637 NE 16 ST
08072442	9210440040	6225 N ANDREWS AV
08072365	0212BC001G	340 SUNSET DR
08072391	9234021490	1432 NE 1 AV
08072364	9236020550	1524 CORAL RIDGE DR
08072372	9211064480	5900 NE 14 WY
08072434	9211071160	5331 NE 17 TER
08072393	9212071210	5881 NE 22 AV
08072409	0216290490	1512 SW 18 TER
08072374	9213071580	2440 E COMMERCIAL BLVD
08072375	9213071580	2440 E COMMERCIAL BLVD
08072376	9212070160	2144 NE 62 ST
08072395	9319010480	3333 NE 32 ST

**ADDENDUM NO. 1**

RFP No. 575-11786

TITLE: Scanning, Indexing, Imaging and Media Conversion Services

ISSUED: October 31, 2016

This addendum is being issued to make the following change(s):

1. Section 2.16.6 has been added to Minimum Qualifications as follows:
  - 2.16.6 This RFP is for City-wide scanning services, and will include City Departments that possess data ranging from restricted, private, and public. Since the handling of this data in certain instances could contain Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry (PCI) and Classified Law Enforcement data, certain background clearances will be necessary for these data classes, and handled by those who are familiar with safeguarding the collection, storage and destruction of the data. The contractor or subcontractor and facility that will be handling data classified as restricted and private data classes when applicable will require the following additional requirements:
    - PCI Data- Background Checks and an understanding of Payment Card Industry Data Security Standards (PCI-DSS)
    - Restricted Police Data- Security levels to provide National Institute of Standards and Technology (NIST) and Department of Justice (DOJ) classified conversion. Scanning is preferable onsite, if offsite must meet Criminal Justice Information Services (CJIS) compliance standards of physical security and appropriate staff clearances for the handing, processing, and destruction of data. Prospective vendors must be able to furnish documentation that staff has appropriate background clearances and appropriate physical and logical security to handle classified data classes. This documentation shall be included in the proposal submittal.
2. Section VI - Cost Proposal Page has been revised. Proposers shall use the revised page included with this addendum.
3. The bid end date has been changed to Thursday, November 10, 2016.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION VI - COST PROPOSAL PAGE - REVISED**

**Proposer Name:** \_\_\_\_\_

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

Cost to the City: Contractor must quote firm, fixed, costs for all services 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.

**PRICING FOR SCANNING/IMAGING SERVICES:**

Pricing for scanning/imaging must include prepping and indexing of up to 30 characters. For indexing above 30 characters, provide per character cost below.

**TRANSPORTATION COSTS**

Proposers must include any transportation costs in the unit price per image.

#	Item Description	Estimated Quantity	Unit Price	Total Price
1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	8,089,900		
2	Unit cost/per scanned image, for E size shop drawings.	1,096,700		
3	Unit cost/per scanned image, of 35mm building plans including drawings, permits, letter, etc. 100 rolls of microfilm required to be converted to scanned images (average of 1100 images per roll).	110,500		
4	Unit cost/per scanned image, of 16mm rolls, 2923 rolls of microfilm required to be converted to scanned images (average 2000 images per roll).	5,846,100		
5	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	30,000		
6	Cost per character for indexing above 30 characters	100		
6	Grand Total			

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Question and Answers for Bid #575-11786 - Scanning, Indexing, Imaging and Media Conversion Services

### Overall Bid Questions

#### Question 1

1. Whether companies from Outside USA can apply for this?

(like,from India or Canada)

2. Whether we need to come over there for meetings?
3. Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)
4. Can we submit the proposals via email????? (Submitted: Sep 20, 2016 7:28:54 AM EDT)

#### Answer

- 1. Refer to Section 3.4 "Contractor's scanning and indexing facilities must be located within the State of Florida".
- 2. Yes
- 3. No
- 4. No (Answered: Sep 20, 2016 8:35:21 AM EDT)

#### Question 2

Would it be possible to bid on the microfilm conversion by it's self? (Submitted: Sep 20, 2016 5:00:43 PM EDT)

#### Answer

- The City intends to award to a single vendor. (Answered: Sep 20, 2016 5:42:31 PM EDT)

#### Question 3

Would the city please add a line item in the "cost proposal page" for a per character indexing charge. It is not possible to accurately provide an all inclusive per image price if the indexing requirements for each department will vary. As is, a department could request 100 character indexing per image and the vendor would be limited to billing their per image price. (Submitted: Sep 21, 2016 10:07:36 AM EDT)

#### Answer

- Pricing shall include indexing up to 30 characters. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 4

##### 3.5 Pickup and Turnaround

It is my understanding that the City prefer the vendor to make ALL pickup and deliveries in a company own vehicle. Does this include RUSH request such as file requests that are at the vendors facility and what is the City timeframe expectation on having files returned, Would 4-8 hours be acceptable?

I understand some vendors may wish to e mail your requests, but understanding the file sizes will most likely exceed your 10 megabyte limit would delivering the hard copy be the best practice for the City? (Submitted: Sep 23, 2016 8:27:55 AM EDT)

#### Answer

- Company owned vehicle is required for all pickups and deliveries. 4-8 hours is acceptable. Hard copy would currently be the best practice but we could also use ftp as an option. Our customers (neighbors) will more than likely determine the format that it needs to be in. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 5

1. Is the City able to provide an estimated number of images per multi-page document? Both regular and large format?

- Indexing requirements
2. Can the city provide an example on how documents are to be named?
  3. Can the City provide a number and name of the Laserfiche index fields to be populated?
  4. Will an indexing database be provided?



5. Can a sample of this database be provided?  
 6. Can the city estimate the volume of documents to be scanned above 300DPI and/or in color/grayscale?  
 7. Is the acceptance of the Pcard as payment a requirement of the project, or just a preference? **(Submitted: Sep 28, 2016 10:13:55 AM EDT)**

**Answer**

- 1. A simple permit could have 2 pages and a complex permit could have 1500 pages.
- 2. Permits will have an 8 to 10 character index/record number.

There will be two types of documents:

Permit will be anything 11x17 or smaller (letter, legal, ledger)

**Plans will be anything over 11x17 (A size)**

- 3. Yes we will provide that information in a LaserFiche template on selection of a vendor.
- 4. Yes we will provide an indexing database.
- 5. Yes, sample will be attached for review purposes only.
- 6. Building is typically at 300 DPI. Typically, this is only needed if the quality of the image has to be improved. Buildings documents to be imaged are 6 to 8 years old and in relatively good shape. Other departments information is unavailable.
- 7. P-card is a requirement
- 7. **(Answered: Sep 29, 2016 4:36:19 PM EDT)**

**Question 6**

"2.44 - Requirements for SSAE 16, SOC 2, or SOC 3 report. These are impossibly cost prohibited to any small or mid size business. Can these requirements be removed, or at the very least if we can show our security is consistent/equivalent be suffice?"

We have done projects for the DA, Child Welfare, Felony Court records and this was never a requirement." **(Submitted: Sep 28, 2016 1:29:48 PM EDT)**

**Answer**

- These requirements cannot be removed. **(Answered: Oct 5, 2016 12:11:12 PM EDT)**

**Question 7**

3.2 Discusses scanning in TIFF, PDF, PDF/A and others. Which does the city prefer? **(Submitted: Sep 28, 2016 1:30:02 PM EDT)**

**Answer**

- We prefer TIFF. **(Answered: Sep 29, 2016 4:36:19 PM EDT)**

**Question 8**

3.3 "depending upon available funding sources". Does the City of Fort Lauderdale have a pre-approved budget for this project? If so what is that budget? **(Submitted: Sep 28, 2016 1:30:15 PM EDT)**

**Answer**

- Initial budget is \$1,100,000 **(Answered: Sep 29, 2016 4:36:19 PM EDT)**

**Question 9**

3.9 After the documents are scanned, please confirm the city wants the files back in the original folders, or put back in the box with pages in front and folders in back? (that aren't being shredded) **(Submitted: Sep 28, 2016 1:30:34 PM EDT)**

**Answer**

- They can be stored while we confirm and approve. Once quality assurance is complete you can destroy. **(Answered: Sep 29, 2016 4:36:19 PM EDT)**

**Question 10**

3.9 Will the Large Format drawings be folded inside the folders, or in rolls? **(Submitted: Sep 28, 2016 1:30:44 PM EDT)**

**Answer**

- Folded **(Answered: Sep 29, 2016 4:36:19 PM EDT)**

**Question 11**

3.9 What is the file size threshold (Largest size allowed). File sizes grow considerably from 300 b/w to 400 grayscale/color. **(Submitted: Sep 28, 2016 1:31:02 PM EDT)**

**Answer**

- Previous drawing sets could be as large as 36x48. Recently we implemented largest plan size to 24x36. As far as electronic file size dictated by the usability, if a file takes too long to open it will have to be broken down into multiple files. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 12

3.9 "Records Accessibility". How often will a request be made? There isn't a line item on the price sheet for this. (For example, 10 requests a week, 100?) (Submitted: Sep 28, 2016 1:31:09 PM EDT)

#### Answer

- 3 times a week with an average of 10 boxes per pick up for records request.  
For imaging, we would like 4 pickups a month. 25 to 50 boxes per pick up while imaging the backlog. 2 pickups will be for current documents and 2 pickups will be for the backlog. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 13

Indexing Question - Can you confirm the only index values that need to be manually inputted are? You mention a database is available for most fields, however at least one unique field is required to utilize the database. (Submitted: Sep 28, 2016 1:31:22 PM EDT)

#### Answer

- Permit Number (8 characters)  
Case Number (10-12 characters)  
Project Number (10-12 characters) (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 14

Microfilm question part 1 - Is vendor simply indexing the film by roll? So whatever the label on the film is the label for the entire batch?

Microfilm question part 2 - If City wants the documents split on the film, is there a blip or cover page for each document so vendor knows when a document starts and ends? (Submitted: Sep 28, 2016 1:31:33 PM EDT)

#### Answer

- 1. Yes  
2. Each roll is a range of either addresses or folios. Permit numbers exist within the images. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 15

File Sizes. On average, what is the size of a typical file? 50 pages per folder? 20? 200? (Submitted: Sep 28, 2016 1:31:42 PM EDT)

#### Answer

- Simple permits can be 5 to 50.  
Complex permits can be 100 to 1500. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 16

File Organization - Will vendor need to separate the pages inside a file by Document Type? If so, are there cover pages or tabs? or how would vendor know when a document type starts? (Submitted: Sep 28, 2016 1:31:55 PM EDT)

#### Answer

- Current building permits are 2 types. Type 1 is all documents 8x11, 8x14, 11x17. Type 2 is 12x18, 17x22, 18x24, 22x34, 24x36, 34x44, 36x48.  
Sizes above were accepted prior to April 2016, after this date document restrictions was set to 24x36.  
There is no requirement to sort by document type, they will be imaged in the order received. (Answered: Sep 29, 2016 4:36:19 PM EDT)

#### Question 17

Transportation - What is the largest pickup a vendor can do?

At 8 mil estimated pages works out to be around 3,200 boxes. Can you provide a chart on how much qty or boxes are at each location?

How many locations? (Submitted: Sep 28, 2016 1:32:11 PM EDT)

#### Answer

- 1. 100 boxes  
2. BUILDING---400 boxes at 700 NW 19 Ave, Fort Lauderdale and 2500 at U & Me Storage.  
3. Currently 3 are participating but could potentially expand throughout the rest of the city locations.

700 NW 19 AVE, FORT LAUDERDALE  
 100 N ANDREWS AVE, FORT LAUDERDALE  
 1300 W BROWARD BLVD, FORT LAUDERDALE (Answered: Sep 29, 2016 4:36:19 PM EDT)

**Question 18**

Boxing - Will vendor have to box up the documents, or will the boxes already be boxed up?

Do you want vendor to provide costs for boxes and boxing up service? (Submitted: Sep 28, 2016 1:32:20 PM EDT)

**Answer**

- 1. City will already have the documents boxed up.
- 2. No. (Answered: Sep 29, 2016 4:36:19 PM EDT)

**Question 19**

considering the weight factors for the evaluation process would the City consider having pricing summited separate so the proposals can be judged on its merits? (Submitted: Oct 4, 2016 6:37:58 AM EDT)

**Answer**

- The City will not consider having the pricing submitted in a separate envelope. (Answered: Oct 4, 2016 10:33:21 AM EDT)

**Question 20**

Can a Florida provider perform Microform conversion in our Illinois conversion facility? (Submitted: Oct 4, 2016 10:22:22 AM EDT)

**Answer**

- No the facility cannot be in Illinois. (Answered: Oct 4, 2016 10:33:22 AM EDT)

**Question 21**

After the award is made, may the vendor submit the SASE16 SOC2 CERT? (Submitted: Oct 4, 2016 3:14:16 PM EDT)

**Answer**

- As stated in Section 2.44: If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted. (Answered: Oct 4, 2016 3:23:25 PM EDT)

**Question 22**

Who is the Point of Contact to provide access to the source documents and microfilm? (Submitted: Oct 4, 2016 3:15:28 PM EDT)

**Answer**

- Please refer to section 3.12 of the RFP document for point of contact. (Answered: Oct 4, 2016 3:23:25 PM EDT)

**Question 23**

In reference to the Answer provided on Sep 29, 2016 to the question for 3.3 "depending upon available funding sources". Does the City of Fort Lauderdale have a pre-approved budget for this project? If so what is that budget? - Sep 28, 2016 1:30:15 PM EDT

Answer - Sep 29, 2016 4:36:19 PM EDT Initial budget is \$1,100,000

Has the City received a preliminary cost estimate that was the basis of this \$1,100,000 dollar budget?

(Submitted: Oct 4, 2016 3:58:56 PM EDT)

**Answer**

- The budget was based on previous history and anticipated usage. (Answered: Oct 4, 2016 4:09:40 PM EDT)

**Question 24**

In follow up on the Question regarding budget.

1. What method did the City utilize to come up with the \$1,100,000 dollar budget?
2. Can the City share the budget line item allocations that result in this budget amount?
3. Will this amount be utilized over the 36 month life of the awarded contract?
4. If this amount is exhausted prior to project completion what action will be taken by the City, will the project stop or will additional funding be procured? (Submitted: Oct 4, 2016 4:06:40 PM EDT)

**Answer**

- 1. see Q.23 above

2. Not available
3. anticipated over the 36 months
4. Additional funding, if approved by City Commission (Answered: Oct 4, 2016 4:09:40 PM EDT)

**Question 25**

1. Can courier/shipping companies be used to handle records requests?
2. Can records requests be handled electronically (scanned as requested) as opposed to the physical documents? (Submitted: Oct 4, 2016 4:27:36 PM EDT)

**Answer**

- 1. No, Contractor is required to transport city documents. Refer to Section 3.5 of the specifications.
- 2. Yes, we would accept electronic copies versus the physical documents. (Answered: Oct 5, 2016 9:55:17 AM EDT)

**Question 26**

Regarding transportation of records:

1. Can the vendor utilize a vehicle under their control, e.g. a rental or fleet vehicle operated by a vendor employee?
2. Can the vendor utilize a bonded specialty courier? (Submitted: Oct 4, 2016 4:39:05 PM EDT)

**Answer**

- See question 4 above. (Answered: Oct 5, 2016 1:55:44 PM EDT)

**Question 27**

Please provide the name of each vendor providing these services currently? (Submitted: Oct 4, 2016 4:46:39 PM EDT)

**Answer**

- We do not currently have these services. (Answered: Oct 4, 2016 4:48:17 PM EDT)

**Question 28**

Can the City share the name of the original Microfilm provider(s)? (Submitted: Oct 4, 2016 4:50:12 PM EDT)

**Answer**

- The previous vendor was DRS Group of Florida (Answered: Oct 4, 2016 5:04:29 PM EDT)

**Question 29**

Question/Clarification #1:

- 2.16.6 - Restricted Police Data- Security levels to provide National Institute of Standards and Technology (NIST) and Department of Justice (DOJ) classified conversion. Scanning is preferable onsite.....
- Q1) Does this mean there is an option for the vendor to do this project at the City of Fort Lauderdale Government location?

Question/Clarification #2

Line Item #6 on Cost Proposal page: Cost per character for indexing above 30 characters.

- Q2) What does the Unit 100 represent? Are there 100 documents above 30 characters? (Submitted: Nov 2, 2016 3:22:35 PM EDT)

**Answer**

- A1) Police department will make space available onsite for the scanning of police documents. Equipment shall be provided by Contractor.
- A2) The quantity of 100 is an estimate of number of characters over and above 30 characters per document. Price is per character. There is no estimate for number of documents requiring indexing of 30+ characters. (Answered: Nov 2, 2016 3:25:33 PM EDT)