CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#23-0292**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: April 18, 2023

TITLE: Motion Approving an Agreement for Document and Media Scanning Services - Advanced Data Solutions, Inc. $583,000 and Advanced Imaging Solutions, Inc. $237,500 - (**Commission District 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve multiple agreements, in substantially the form attached, for Document and Media Scanning Services: *Scanning, Indexing, Imaging and Media Conversion Services - Group 1* from Advanced Data Solutions, Inc. in the amount of $583,000; and *Microfiche Conversion Services - Group 2* from Advanced Imaging Solutions, Inc. in the amount of $237,500 for a combined initial three-year contract amount of $820,500, and authorize the City Manager to approve two (2), one-year renewal options, in the estimated annual collective renewal amount of $273,500, for a potential five-year contract aggregate amount of $1,367,500, contingent upon appropriation of funds.

Background

On September 23, 2022, the Procurement Services Division issued Request for Proposals (RFP) No. 12696-535 - Document and Media Scanning Services for scanning, digital conversion and archiving of more than 4.5 million documents and microfilm maintained by the Development Services Department. The documents consist of plans, drawings, review documents, and certificates of occupancy; the microfilm consists of property records. The Digitization Project will eliminate the risk of records being destroyed due to fire, flood, or other disasters. Radio Frequency Identification Device (RFID) technology is currently being used to track the location of paper documents. The services may also be used by the City Clerk's Office and other departments on an as needed basis for their digital conversion and archiving efforts.

A total of four (4) firms submitted proposals for *Scanning, Indexing, Imaging and Media Conversion Services (Group 1)*:

1. Access Corporation
2. Advanced Data Solutions, Inc.
3. Advanced Imaging Solutions, Inc.
4. Court Record and Data Management Services

A total of two (2) firms submitted proposals for *Microfiche Conversion Services (Group 2)*:

1. Advanced Imaging Solutions, Inc.
2. Court Record and Data Management Services

On December 1, 2022 and January 17, 2023, the Evaluation Committee (Committee) met and reviewed the proposals, evaluated, and ranked the firms based on the evaluation criteria shown below:

Evaluation Criteria	Weight (%)
Cost for Services Performed	30
Understanding of the Overall Needs of the City for Services	25
Experience, Qualifications and Past Performance	25
Methods and Resources for Performing Services	10
Security of Service Facility	10
TOTAL	**100**

The four (4) responsive firms for *Scanning, Indexing, Imaging and Media Conversion Services (Group 1)* were ranked as follows:

1. Advanced Data Solutions, Inc. (1st Ranked Firm)
2. Advanced Imaging Solutions, Inc. (2nd Ranked Firm)
3. Court Record & Data Management Services (3rd Ranked Firm)
4. Access Corporation (4th Ranked Firm)

The two (2) responsive firms for *Microfiche Conversion Services (Group 2)* were ranked as follows:

1. Advanced Imaging Solutions, Inc. (1st Ranked Firm)
2. Court Record and Data Management Services (2nd Ranked Firm)

Resource Impact

There will be a current fiscal impact to the City in the amount of $273,500 for FY 2023 for both document and media scanning services. Future expenditures are contingent upon the approval and appropriation of the annual budget.

Funds available as of March 14, 2023					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-140-3101-524-30-3199	Building Permits	Other Professional Services	$3,615,734	$1,479,012	$273,500
			TOTAL AMOUNT ►		$273,500

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Provide safe, well-maintained, and efficient facilities and capital assets

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are United.

Attachments

Exhibit 1 - Solicitation
Exhibit 2 - Final Rankings
Exhibit 3 - Advanced Data Solutions, Inc. Proposal
Exhibit 4 - Advanced Data Solutions, Inc. Service Agreement
Exhibit 5 - Advanced Imaging Solutions, Inc. Proposal
Exhibit 6 - Advanced Imaging Solutions, Inc. Service Agreement

---

Prepared by:	Juan Rodriguez, Division Manager, Development Services John Torrenga, Procurement Specialist, Finance Matthew Eaton, Senior Administrative Assistant, Finance
Department Director:	Christopher Cooper, AICP, Development Services Linda Short, Finance

SERVICE AGREEMENT FOR
DOCUMENT AND MEDIA SCANNING SERVICES
(GROUP 2 - MICROFICHE CONVERSION SERVICES)

THIS SERVICE AGREEMENT for Document and Media Scanning Services (Group 2 – Microfiche Conversion Services, made this 8th day of May, 2023, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Advanced Imaging Solutions, Inc., a Florida corporation ("Contractor"), whose address and phone number are 1776 Pine Island Road, Suite 222, Plantation, Florida 33322, Phone: (786) 985-2047, Email: cjferrer@att.net, (collectively, "Parties")

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Document and Media Scanning Services (Group 2 - Microfiche Conversion Services) (the "Work"), and the City and the Contractor further covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

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

(1) Solicitation No. 12696-535, Document and Media Scanning Services, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("Exhibit A").

(2) The Contractor's proposal dated October 18, 2022, ("Exhibit B").

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

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

II. SCOPE

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

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

part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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

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

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on April 19, 2023, and shall end on April 18, 2026. The City reserves the right to extend this Agreement for two (2) additional one (1)-year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved Party may terminate this Agreement for cause if the Party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved Party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such

coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

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

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

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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

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

K. Public Entity Crime Act

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

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the

Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a Party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A**

JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. 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:

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

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

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

4. The non-performing Party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

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

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

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

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

CC. Non-Discrimination

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

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

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

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

ATTEST:

David R. Solomon, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
Greg Chavarria
City Manager

Date: May 8, 2023

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

BROWARD COUNTY, FLORIDA
CITY OF FORT LAUDERDALE
SEAL
ESTABLISHED - MARCH 27 1911

WITNESSES:

Signature

Nathan Olivon
Print Name

Signature

Alison Bates
Print Name

ADVANCED IMAGING SOLUTIONS, INC., a Florida corporation

By: _____
Christopher Ferrer, Director

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25 day of April, 2023, by Christopher Ferrer as Director for Advanced Imaging Solutions, Inc., a Florida corporation.

(SEAL)

Notary Public State of Florida
Angela Riggs
My Commission HH 291169
Expires 9/7/2026

_____
Notary Public, State of Florida
(Signature of Notary Public)

Angela Riggs
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

Solicitation 12696-535

Document and Media Scanning Services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12696-535
Document and Media Scanning Services

Bid Number	**12696-535**
Bid Title	**Document and Media Scanning Services**
Bid Start Date	**Sep 23, 2022 12:08:51 PM EDT**
Bid End Date	**Oct 19, 2022 2:00:00 PM EDT**
Question & Answer End Date	**Oct 13, 2022 5:00:00 PM EDT**
Bid Contact	**John Torrenga** **Procurement Administrator** **Finance** **jtorrenga@fortlauderdale.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking competitive sealed proposals from qualified Proposers, whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Document and Media Scanning Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).** **Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via BidSync/Periscope S2G.** **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the City to receive a valid response through BidSync/Periscope S2G, Supplier-to-Government. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync/Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync/Periscope S2G, Supplier-to-Government, immediately notify the Procurement Specialist and then contact BidSync Periscope S2G, Supplier-to-Government for technical assistance.**

Item Response Form

Item	**12696-535--01-01 - GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services.
Proposer shall provide Total for Group 1 (Lines 1.1 through 1.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

Item	**12696-535--01-02 - GROUP 2 - Microfiche Conversion Services**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 2 - Microfiche Conversion Services.
Proposer shall provide Total for Group 2 (Lines 2.1 through 2.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

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

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist John Torrenga at (954) 828-5949 or email at jtorrenga@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. 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). Proposers 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 Proposer 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.

1.3 Pre-proposal Conference and Site Visit

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

It will be the sole responsibility of the Proposer 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) 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.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions
RFP General Conditions (Form G-107, Rev. 02/20) 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
Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs
The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

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

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

All pricing must include delivery and installation and be quoted FOB: Destination.

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

2.7 Invoices/Payment
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Proposer's work product, and agreement cannot be reached between the City and the successful Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Proposer on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

The 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.

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this 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.

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

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: https://www.fortlauderdale.gov/home/showdocument?id=1212 .

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of microfiche conversion services and/or 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 key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer or principals shall have relevant experience in microfiche conversion services and/or 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.

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

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

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

2.18 Lobbying Activities

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

2.19 Local Business Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

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

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

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

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

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

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

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

2.23 Subcontractors

2.23.1 If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

2.23.2 Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of this Contract. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer'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 Proposer's subcontractors for payment for work performed for the City.

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

2.24 Proposal Security – Not Applicable

2.25 Payment and Performance Bond – Not Applicable

2.26 Insurance Requirements

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

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

2.26.3 The following insurance policies and coverages are required:

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

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

Policy must include coverage for contractual liability and independent contractors.

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

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

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

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

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

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

2.26.4 Insurance Certificate Requirements

a. The successful Proposer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. The successful Proposer shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the successful Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of the successful Proposer following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the successful Proposer shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the successful Proposer's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2.26.5 The successful Proposer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the successful Proposer's expense.

2.26.6 If the successful Proposer's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the successful Proposer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The successful Proposer's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the successful Proposer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, successful Proposer must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of successful Proposer's insurance policies.

2.26.10 The successful Proposer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the successful Proposer's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the successful Proposer's responsibility to ensure that any and all of the successful Proposer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the successful Proposer.

2.27 Award of Contract

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

2.28 Unauthorized Work

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

2.29 Damage to Public or Private Property

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

2.30 Safety

The Proposer(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 Proposer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding

the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

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

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – Not Applicable

2.35 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 Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 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.

2.37 Service Test Period

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

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

2.38 Contract Coordinator

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

Liaison with Proposer.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Proposer's performance.
Schedule and conduct Proposer performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

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

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

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

2.40 Substitution of Personnel

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

2.41 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 successful Proposer will furnish the City's needs as they arise.

2.42 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

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.

3.1.1 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 Document and Media Scanning 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 Proposer must be capable of providing off-site Document and Media Scanning Services (Services) in accordance with the RFP specifications. It is the intent ofthe City to award one Proposer for each Group; therefore, each Proposer must submit pricing on all the services described within a Group.

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

3.1.2 Scope of Work - Services Overview and Approach

Proposer 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.

3.1.3 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 Development Services Department (DSD), in particular, will initiate the digitization of its current and archived hard copy documents which include documents on paper, microfiche flats.

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 Proposer to ensure that Proposer'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 microfiche flats to scanned images during the course of the contract as the need arises and depending upon available funding sources.

3.1.4 Service Provisions, Functional and Technical Requirements

Scanning Facilities (Service Center) – Proposer's scanning and indexing facilities must be located within the State of Florida. The service center appointed by Proposer as the one to service the City'sscanning and indexing needs shall be the one to scan and index all city documents including microfiche flats, paper or any other format. If at any point in time Proposer 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, Proposer 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 Proposer allowing for reasonable time for rectification.

3.1.5 Pickup and Turnaround Time

The Proposer 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 Proposer 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 Palm Beach and Broward Counties. 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 Proposer to pick up on a scheduled or as needed basis of documents to be scanned

and/or media conversion services performed. Microfiche flats will be picked up at a minimum of once per week in "as is" condition.

3.1.6 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.

3.1.7 Document Tracking and Inventory

The Proposer will inventory and acknowledge the receipt of all items received. It is intended that the Proposer 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 Proposer are to be resolved within ten (10) working days.

3.1.8 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 informationto 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, Proposer 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 Proposer will be required to perform a final quality control step that compares the final output to the manifest the City provided the Proposer to ensure that every document has been digitized and indexed. The Proposer 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 Proposer.

3.1.9 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 be post processed utilizing the following processes:

A. Deskew
B. Black border removal
C. Punch hole filter
D. Image enhancement (for poor quality documents)
E. Noise Reduction
F. 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 Proposer shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

The Proposer should have the ability to produce 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.

QUALITY CONTROL - The Proposer 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 Proposer 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 hasbeen 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 Proposer 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 ordistorted 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 TIFF image files with necessary indexing and digitalized indexing on the image, The digitalized indexing should include the legal description, block, lot, street address and permit number (if available) on the scanned image. This information should be displayed at the top center of the image or in an area of the scanned

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 Proposer. The Proposer will provide the ability to locate and return to the City department any original document that is in the possession of the Proposer within (24) twenty-four hours from the timeof request by an authorized department agent. After the City has fulfilled its need, the Proposer shall also pick up these documents and return with them to the Proposer's site to either complete the scanning, indexing or conversion process, whichever applies.

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

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

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Proposer will be held responsible for lost, stolen and/or damaged original documents. The Proposer will be fined up to $500 for a records box that is lost, stolen or damaged. Also, for media conversion purposes, the Proposer will be liable up to $500 per roll of microfiche flats for any lost, stolen and/or damaged original while in the Proposer's possession. Also, no unauthorized reproduction or duplication of any media produced by the Proposer 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 Proposer, the Proposer becomes responsible for the security of the documents. The Proposer may not duplicate or sell the information contained any media source.

HARD COPY STORAGE - The Proposer 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 Proposer its scanned images with proper indexing, and has checked for both clarity and accuracy, the City Clerk's Office will normally require the Proposer to shred the original documents. The City prefers the Proposer to do the shredding themselves on the Proposer's site, but the City will permit the Proposer to hire an outside vendor that will perform shredding on the Proposer's site. (The City will not permit its documents to be taken off the Proposer's site for shredding.) If the Proposer hires an outside shredding vendor to do the shredding on the Proposers site, the outside shredding vendor must be bonded. In either instance, the Proposer 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 Proposer will be required to provide the City Clerk's Office and the departmental Project Manager the certificate of destruction that the Proposer 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 owndesignated employee(s) present during the Proposer'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.

3.1.10 All City Departments – Specific Service Provisions

Proposer 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 Proposer. 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 Proposer.

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 Proposer. Proposer shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms ofthe Contract.

The Proposer 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 Proposer 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, Proposer 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 Proposer 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.

Proposer 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 Proposer 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 Proposer.

Proposer 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, Proposer shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Proposer retention period.

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

3.1.11 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 Proposer throughout the contract period. The City may also provide the batch configuration for this test.

3.1.12 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 Development Services 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 Floyd Brock, 954-828-5281 (fbrock@fortlauderdale.gov) to request and arrange an appointment to inspect the documents. Inspections will be allowed up to (3) days prior to the solicitation closing.

By submitting a proposal, the Proposer certifies that he/she is aware of the general condition ofdocuments 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 submittedfor the work/services. Accordingly, you should follow these instructions carefully and provide alldata requested in the formats specified herein and in any referenced attachments.

The Proposer must complete pricing submission. Estimated annual quantities listed are for information and tabulation purposes only. They reflect an estimate count of documents of the first division of the Development Services Department to initiate the digitization of the hard copy backlog. No warranty or guarantee of quantities needed is given orimplied. It is understood that the Proposer 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. Pricing for scanning/imaging must include prepping and indexing of sleeve by address permit, and folio numbers. Proposers must include any transportation costs in the unit price per image.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses BidSync (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 a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

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

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

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

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Understanding and Approach to Scope of Work

- Provide experience and understanding under Rule 1B-26.003 of the Florida Administrative Code.
- Provide in your understanding of the City's needs, goals and objectives as they relate to the document and media scanning services, and your overall approach to accomplishing the project. Give an overview on your experience with Laserfiche Rio 10.0, proposed vision, ideas, and methodology and timelines. Describe your proposed approach to the project.

4.2.3 Experience, Qualifications and Past Performance

- Indicate the firm's number of years of experience in providing document and media scanning services.
- Submit an executive summary that identifies the business entity and its background. 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.
- 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.

4.2.4 Methods & Resources for Performing Services

- Procedures for tracking inventory once they are picked up from your customers.
- Provide a list of equipment proposer uses for Scanning and Media Conversion from Microfiche flats 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.
- Software product and version of scanning/capture tool used, along with types of images are supported (TIFF, CCITT Group 3 & 4, etc.) and the minimum/maximum size of images documents the system can handle.
- Method(s) used to reduce the size of the file image when performing media conversion from microfiche flats.
- Identify automated tracking system(s) to allow for the retrieval of any document that is in process.
- Destruction process including any safeguarding measures and where the documents are sent once shredded.
- Provide 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 purposes.
- Explain for the transportation of documents will be handled (types of vehicles and containers that will be used).

4.2.5 Security of Service Facility

- Identify main office(s) and other office locations that will service this contract.
- Identify square footage of storage facility where the documents will be stored, scanned and media conversion services performed. Include if facility has air conditioning and security alarm/fire sprinkler services.
- List security measures to safeguard the information contained within customer documents.
- Identify if background checks are performed for employees and if they are bonded.
- Frequency of servers and workstations back-ups.
- Explain security devices and technologies currently deployed in your computer network and how servers/workstations are protected from intrusion originating from either inside or outside.

4.2.6 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.

4.2.7 Subcontractors

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

4.2.8 Required Forms

A. Proposal Certification
Complete and attach the Proposal Certification provided herein.

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

C. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)
This form is to be completed, if applicable, and inserted in this section.

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

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

H. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

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

J. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results, or any interested party may call the Procurement Services Division at 954-828-5933.

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

5.3 Contract Award

The City reserves the right to award a contract by group to the Proposer(s) 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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

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

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

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.

GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
1.1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	7,000,000		
1.2	Unit cost/per scanned image, for E size shop drawings.	400,000		
1.3	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	100,000		
1.4	Cost per character indexing above 30 characters	7,000,000		
	GROUP 1 TOTAL:			

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

GROUP 2 - Microfiche Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
2.1	Unit cost/per scanned image, of 16 – 35mm microfiche flats, at an average of 8 images per jacket; to be converted to scanned images	500,000		
2.2	Destruction documents after scanning and review of scanned images by the City is complete.	500,000		
2.3	Indexing Images by block, lot, parcel, address and/or permit number	500,000		
2.4	Cost per character indexing above 30 characters	250,000		
	GROUP 2 TOTAL:			

Submitted by:

Name (printed) _____ Signature _____

Date _____ Title _____

Version 12-2021

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions 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, Bidders 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
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 – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

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. 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 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 Bidders 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 Chief Procurement Officer 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.

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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 which 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, is 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 Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

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

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:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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:

- Bidder's 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.

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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **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 Contractor 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 Contractor from 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.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 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.

5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), 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 Agreement if the Contractor does not transfer the

records to the City.

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

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 Cityof LauderdaleFL officeror intowriting 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.

Text Box: 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.

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

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.

Authorized Signature **Title**

Name (Printed) **Date**

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed) Signature

Date Title

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature Print Name and Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)	(Business Name)	is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(2)	(Business Name)	is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)	(Business Name)	is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(4)	(Business Name)	is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
(5)	(Business Name)	requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINT NAME SIGNATURE DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

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

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)	(Business Name)	is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(2)	(Business Name)	is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(3)	(Business Name)	is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
(4)	(Business Name)	is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
(5)	(Business Name)	requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) EIN (Optional):

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)**:

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**: ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

---

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. **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 4/28/2020

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:**

   Address:
   Contact:
   Phone #: Email:
   Contract Value: Year:

   Description:

2. **Company Name:**

   Address:
   Contact:
   Phone #: Email:
   Contract Value: Year:

   Description:

3. **Company Name:**

   Address:
   Contact:
   Phone #: Email:
   Contract Value: Year:

   Description:

4. Company Name:

Address:
Contact:
Phone #: Email:
Contract Value: Year:

Description:

5. Company Name:

Address:
Contact:
Phone #: Email:
Contract Value: Year:

Description:

Question and Answers for Bid #12696-535 - Document and Media Scanning Services

Overall Bid Questions

Question 1

We have experience to work in Florida for scanning and Laserfiche services. We are Value Added Reseller for Laserfiche. We do not have any facility in Florida to scan document. Are we eligible to bid for your RFP # 12696-535, Document and Media Scanning Services - The City of Fort Lauderdale, Florida (City) RFP? **(Submitted: Sep 28, 2022 12:34:58 AM EDT)**

Answer

- Refer to Section 3.1.1, Introduction: "The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified firms whose processing facilities are located in the State of Florida..."

Also refer to Section 3.1.4, Service Provisions, Functional and Technical Requirements: "Scanning Facilities (Service Center) - Proposer's scanning and indexing facilities must be located within the State of Florida..." **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 2

Can we pick up all the documents and Microfiche in as single trip? **(Submitted: Sep 28, 2022 12:35:15 AM EDT)**

Answer

- No, pickup is usually done every 2 weeks. The paper documents are held in a warehouse in West Palm Beach, while the microfiche are in our main Development Services Department office in Fort Lauderdale. The vendor that is awarded the contract will be provided with the procedure for pickup. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 3

Are you looking for a local vendor? **(Submitted: Sep 28, 2022 12:35:23 AM EDT)**

Answer

- Please refer to Question/Answer 1. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 4

Is this a new requirement? If not, can you please provide the name of the vendor, the current contract value and eligibility criteria to re-compete? **(Submitted: Sep 28, 2022 12:35:26 AM EDT)**

Answer

- There is an existing contract with Advanced Data Solutions, Inc.; however, the scope and requirements have been revised for this new solicitation. All interested vendors must submit their proposals based on the requirements outlined in this new solicitation. **(Answered: Oct 4, 2022 10:09:11 AM EDT)**

Question 5

What is the level of preparation required? (Removal of fasteners, staples, post-it's, etc.) **(Submitted: Sep 28, 2022 12:35:34 AM EDT)**

Answer

- The paper documents may have staples; the flats are not attached. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 6

Do we need to provide the digitized documents in specific folder structure? **(Submitted: Sep 28, 2022 12:35:47 AM EDT)**

Answer

- It would be preferrable if the documents are in the Laserfiche Briefcase format. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 7

Do we need to apply any naming convention to files **(Submitted: Sep 28, 2022 12:35:50 AM EDT)**

Answer

- The paper documents scanned should be indexed using address and permit number. The microfiche will have to be indexed by both the mailing and legal address, lot, and block number. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 8

Are all of the microfiche jackets in good condition? **(Submitted: Sep 28, 2022 12:35:58 AM EDT)**

Answer

- The microfiche jackets are in fair to good condition. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 9

Do we need to scan B&W or Color? If color, then what % of documents are color? **(Submitted: Sep 28, 2022 12:36:07 AM EDT)**

Answer

- All scans are in black and white. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 10

Will each microfiche jacket become a multipage PDF? Please confirm **(Submitted: Sep 28, 2022 12:36:13 AM EDT)**

Answer

- Yes, each jacket can have multipage PDF. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 11

2.17 Minimum Qualifications - Shouldn't the vendor have a minimum of 3-5 years experience in Laserfiche and be able to prove it? **(Submitted: Sep 28, 2022 1:00:50 PM EDT)**

Answer

- Refer to Section 2.17, Minimum Qualifications: "Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully

perform the work..." **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 12

3.1.2 Scope of work. Should you add the that the City wants Laserfiche Briefcase that hold the Images and metadata? Not just the abilty to create TIFF's and PDF's? **(Submitted: Sep 28, 2022 1:05:33 PM EDT)**

Answer

- Laserfiche briefcase format should be used. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 13

We are a company with a national, state, and with a local presence here in Broward County. Our company is also the largest scanning and imaging processing provider in the USA. We work with federal, state, and local governments throughout the country, including the City of Fort Lauderdale Print Shop. We have decades of experience in document imaging services. Our scanning and processing facilities are SOC2 certified by Pricewaterhouse Coopers and all our business processes are documented and verifiable.

Our scanning facility is in Duluth, GA and is just outside the state of Florida. Our logistics team can transport and secure your documents according to your requirements in a timely manner without issue. Furthermore, our processing facility runs 24 hours a day which gives us a competitive advantage over most local vendors. We are already a valued business partner with the City of Fort Lauderdale and were curious if you would consider our proposal even though the scanning facility is not located in Florida? Thank you. **(Submitted: Sep 28, 2022 2:04:28 PM EDT)**

Answer

- Please refer to Question/Answer 1. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 14

1. Do you require that the same vendor provide services both for Group 1 (Scanning, Indexing, Imaging and Media Conversion Services) and Group 2 (Microfiche Conversion Services)? We are very interested in bidding if we can do so only for Group 1. **(Submitted: Sep 28, 2022 2:57:02 PM EDT)**

Answer

- No. It is the intent of the City to award one Proposer for each particular Group; therefore, each Proposer must submit pricing on all the services described within a Group. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 15

There is mention of a Permit number in the Indexing requirements. Is there a source system at City of FLauderdale in use which could export the permit number as well as the legal description, block, lot and street address?
Also - How many characters is a Permit Number? **(Submitted: Sep 28, 2022 4:05:48 PM EDT)**

Answer

- The permit numbers are on the paper documents to be scanned, the block, lot and street addresses are on the flats. Once the vendor has confirmed completion of a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using said permit number, block, lot, and street address. Permit numbers are alpha numeric, and the number of characters varies depending on the type of permit. This can be anywhere between 5 - 25 characters. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 16

Can you provide an average document size in pages(or inches if it's a file)? or does 1 document = 1 image? And do you have a database with permit information readily available for the documents? **(Submitted: Sep 28, 2022 4:08:45 PM EDT)**

Answer

- The number of pages and size varies; the size can be between 8.5 x 11 and 2ft x 3ft.
Once the vendor has confirmed completion of a scanning a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using the permit number, block, lot, and street address. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 17

If we have a paper records scanning facility located in Broward County(completing Group 1 of the Scope), but our Microfiche Scanning facility is in another state, can we still bid on Group 2?
Can we confirm an estimate of 500,000 fiche jackets? OR does 500,000 represent total estimated fiche images?
Are the indexing requirements featured across the top of each fiche or is the vendor to read the first image to obtain the indexing data?
Is there anything featured across the top header of the physical fiche? **(Submitted: Sep 28, 2022 4:10:54 PM EDT)**

Answer

- 1. Please refer to Question/Answer 1.
2. The City has an estimate of 300,000 fiche jackets and each fiche holds an estimate of 8 images.
3. Yes, the indexing requirements are featured across the top.
4. Yes, the Legal and mailing address, block, and lot numbers. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 18

Is the material boxed up and ready to be taken offsite?
Will there be support in moving the boxes to our trucks?
Are other supplies(boxes, labor) needed for the transfer to the supplier? **(Submitted: Sep 28, 2022 4:12:38 PM EDT)**

Answer

- 1. Yes, all will be boxed and ready for pickup.
2. No, the vendor will be required to move the boxes to the truck.
3. Per Section 3.1.2, Scope of Work - "Proposer shall provide all labor, materials, tools, and equipment required for the Services for all City departments requesting Services under Contract" **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Advanced Imaging Solutions Inc

Bid Contact **christopher ferrer**
cjferrer@att.net
Ph 954-806-7842

Address **1776 N Pine Island Rd # 222**
Plantation, FL 33322

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
12696-535--01-01	GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services	**Supplier Product Code:**	**First Offer - $842,000.00**	1 / lump sum	**$842,000.00**	**Y**	**Y**
12696-535--01-02	GROUP 2 - Microfiche Conversion Services	**Supplier Product Code:**	**First Offer - $1,462,500.00**	1 / lump sum	**$1,462,500.00**	**Y**	**Y**
					Supplier Total	**$2,304,500.00**	

Advanced Imaging Solutions Inc

Item: **GROUP 2 - Microfiche Conversion Services**

Attachments

RFP 12696-535.pdf

RFP 12696-535 REVISED.pdf

TABLE OF CONTENTS

Section 1 – Introduction and Information.....1-33

Section 2 – Good Services General Conditions.....34-42

Section 3 – Non-Collusion Statement.....43

Section 4 – Contract Payment Method.....44

Section 5 – Non-Discrimination Certification Form.....45

Section 6 – Disadvantaged Business Enterprise DBE Preference Certificate.....46-48

Section 7 – Local Business Preference Certification.....49-51

Section 8 – E-Verify Affirmation Statement.....52

Section 9 – Bid Proposal Certification.....53-54

Section 10 – Supplier References.....55-56

Section 11 – Questions and Answers.....57-63

Section 12 – Executive Summary.....64-67

- **Understanding and Approach to Scope of Work**
- **Experience, Qualifications and Past Performance**
- **Methods and Resources for Performing Services**
- **Security of Service Facility**

Section 12 – Business Licenses, Insurance, Sunbiz Active Corporation 68-72

Solicitation 12696-535

Document and Media Scanning Services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12696-535
Document and Media Scanning Services

Bid Number	**12696-535**
Bid Title	**Document and Media Scanning Services**
Bid Start Date	**Sep 23, 2022 12:08:51 PM EDT**
Bid End Date	**Oct 19, 2022 2:00:00 PM EDT**
Question & Answer End Date	**Oct 13, 2022 5:00:00 PM EDT**
Bid Contact	**John Torrenga** **Procurement Administrator** **Finance** **jtorrenga@fortlauderdale.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking competitive sealed proposals from qualified Proposers, whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Document and Media Scanning Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).** **Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via BidSync/Periscope S2G.** **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the City to receive a valid response through BidSync/Periscope S2G, Supplier-to-Government. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync/Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync/Periscope S2G, Supplier-to-Government, immediately notify the Procurement Specialist and then contact BidSync Periscope S2G, Supplier-to-Government for technical assistance.**

Item Response Form

Item	**12696-535--01-01 - GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services**
Quantity	**1 lump sum**
Unit Price	$842,000.00
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services.
Proposer shall provide Total for Group 1 (Lines 1.1 through 1.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

Item	**12696-535--01-02 - GROUP 2 - Microfiche Conversion Services**
Quantity	**1 lump sum**
Unit Price	$237,500.00
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 2 - Microfiche Conversion Services.
Proposer shall provide Total for Group 2 (Lines 2.1 through 2.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

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

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist John Torrenga at (954) 828-5949 or email at jtorrenga@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. 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). Proposers 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 Proposer 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.

1.3 Pre-proposal Conference and Site Visit

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

It will be the sole responsibility of the Proposer 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) 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.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions
RFP General Conditions (Form G-107, Rev. 02/20) 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
Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs
The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

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

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

All pricing must include delivery and installation and be quoted FOB: Destination.

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

2.7 Invoices/Payment
The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Proposer's work product, and agreement cannot be reached between the City and the successful Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Proposer on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

The 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.

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this 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.

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

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:
https://www.fortlauderdale.gov/home/showdocument?id=1212 .

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of microfiche conversion services and/or 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 key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer or principals shall have relevant experience in microfiche conversion services and/or 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.

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

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

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

2.18 Lobbying Activities

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

2.19 Local Business Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

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

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

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

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

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

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

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

2.23 Subcontractors

2.23.1 If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

2.23.2 Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of this Contract. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer'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 Proposer's subcontractors for payment for work performed for the City.

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

2.24 Proposal Security – Not Applicable

2.25 Payment and Performance Bond – Not Applicable

2.26 Insurance Requirements

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

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

2.26.3 The following insurance policies and coverages are required:

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

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

Policy must include coverage for contractual liability and independent contractors.

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

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

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

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

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

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

2.26.4 Insurance Certificate Requirements

a. The successful Proposer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. The successful Proposer shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the successful Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of the successful Proposer following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the successful Proposer shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the successful Proposer's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2.26.5 The successful Proposer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the successful Proposer's expense.

2.26.6 If the successful Proposer's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the successful Proposer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The successful Proposer's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the successful Proposer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, successful Proposer must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of successful Proposer's insurance policies.

2.26.10 The successful Proposer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the successful Proposer's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the successful Proposer's responsibility to ensure that any and all of the successful Proposer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the successful Proposer.

2.27 Award of Contract

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

2.28 Unauthorized Work

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

2.29 Damage to Public or Private Property

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

2.30 Safety

The Proposer(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 Proposer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding

the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

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

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – Not Applicable

2.35 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 Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 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.

2.37 Service Test Period

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

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

2.38 Contract Coordinator

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

Liaison with Proposer.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Proposer's performance.
Schedule and conduct Proposer performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

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

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

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

2.40 Substitution of Personnel

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

2.41 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 successful Proposer will furnish the City's needs as they arise.

2.42 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

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.

3.1.1 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 Document and Media Scanning 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 Proposer must be capable of providing off-site Document and Media Scanning Services (Services) in accordance with the RFP specifications. It is the intent ofthe City to award one Proposer for each Group; therefore, each Proposer must submit pricing on all the services described within a Group.

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

3.1.2 Scope of Work - Services Overview and Approach

Proposer 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.

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-525

3.1.3 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 Development Services Department (DSD), in particular, will initiate the digitization of its current and archived hard copy documents which include documents on paper, microfiche flats.

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 Proposer to ensure that Proposer'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 microfiche flats to scanned images during the course of the contract as the need arises and depending upon available funding sources.

3.1.4 Service Provisions, Functional and Technical Requirements

Scanning Facilities (Service Center) – Proposer's scanning and indexing facilities must be located within the State of Florida. The service center appointed by Proposer as the one to service the City'sscanning and indexing needs shall be the one to scan and index all city documents including microfiche flats, paper or any other format. If at any point in time Proposer 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, Proposer 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 Proposer allowing for reasonable time for rectification.

3.1.5 Pickup and Turnaround Time

The Proposer 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 Proposer 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 Palm Beach and Broward Counties. 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 Proposer to pick up on a scheduled or as needed basis of documents to be scanned

and/or media conversion services performed. Microfiche flats will be picked up at a minimum of once per week in "as is" condition.

3.1.6 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.

3.1.7 Document Tracking and Inventory

The Proposer will inventory and acknowledge the receipt of all items received. It is intended that the Proposer 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 Proposer are to be resolved within ten (10) working days.

3.1.8 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 informationto 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, Proposer 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 Proposer will be required to perform a final quality control step that compares the final output to the manifest the City provided the Proposer to ensure that every document has been digitized and indexed. The Proposer 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 Proposer.

3.1.9 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 be post processed utilizing the following processes:

A. Deskew
B. Black border removal
C. Punch hole filter
D. Image enhancement (for poor quality documents)
E. Noise Reduction
F. 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 Proposer shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

The Proposer should have the ability to produce 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.

QUALITY CONTROL - The Proposer 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 Proposer 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 hasbeen 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 Proposer 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 ordistorted 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 TIFF image files with necessary indexing and digitalized indexing on the image, The digitalized indexing should include the legal description, block, lot, street address and permit number (if available) on the scanned image. This information should be displayed at the top center of the image or in an area of the scanned

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 Proposer. The Proposer will provide the ability to locate and return to the City department any original document that is in the possession of the Proposer within (24) twenty-four hours from the timeof request by an authorized department agent. After the City has fulfilled its need, the Proposer shall also pick up these documents and return with them to the Proposer's site to either complete the scanning, indexing or conversion process, whichever applies.

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

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

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Proposer will be held responsible for lost, stolen and/or damaged original documents. The Proposer will be fined up to $500 for a records box that is lost, stolen or damaged. Also, for media conversion purposes, the Proposer will be liable up to $500 per roll of microfiche flats for anylost, stolen and/or damaged original while in the Proposer's possession. Also, no unauthorized reproduction or duplication of any media produced by the Proposer 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 Proposer, the Proposer becomes responsible for the security of the documents. The Proposer may not duplicate or sell the information contained any media source.

HARD COPY STORAGE - The Proposer 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 Proposer its scanned images with proper indexing, and has checked for both clarity and accuracy, the City Clerk's Office will normally require the Proposer to shred the original documents. The City prefers the Proposer to do the shredding themselves on the Proposer's site, but the City will permit the Proposer to hire an outside vendor that will perform shredding on the Proposer's site. (The City will not permit its documents to be taken off the Proposer's site for shredding.) If the Proposer hires an outside shredding vendor to do the shredding on the Proposers site, the outside shredding vendor must be bonded. In either instance, the Proposer 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 Proposer will be required to provide the City Clerk's Office and the departmental Project Manager the certificate of destruction that the Proposer 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 owndesignated employee(s) present during the Proposer'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.

3.1.10 All City Departments – Specific Service Provisions

Proposer 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 Proposer. 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 Proposer.

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 Proposer. Proposer shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms ofthe Contract.

The Proposer 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 Proposer 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, Proposer 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 Proposer 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.

Proposer 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 Proposer 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 Proposer.

Proposer 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, Proposer shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Proposer retention period.

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

3.1.11 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 Proposer throughout the contract period. The City may also provide the batch configuration for this test.

3.1.12 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 Development Services 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 Floyd Brock, 954-828-5281 (fbrock@fortlauderdale.gov) to request and arrange an appointment to inspect the documents. Inspections will be allowed up to (3) days prior to the solicitation closing.

By submitting a proposal, the Proposer certifies that he/she is aware of the general condition ofdocuments 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 submittedfor the work/services. Accordingly, you should follow these instructions carefully and provide alldata requested in the formats specified herein and in any referenced attachments.

The Proposer must complete pricing submission. Estimated annual quantities listed are for information and tabulation purposes only. They reflect an estimate count of documents of the first division of the Development Services Department to initiate the digitization of the hard copy backlog. No warranty or guarantee of quantities needed is given orimplied. It is understood that the Proposer 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. Pricing for scanning/imaging must include prepping and indexing of sleeve by address permit, and folio numbers. Proposers must include any transportation costs in the unit price per image.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses BidSync (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 a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

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

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

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

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Understanding and Approach to Scope of Work

- Provide experience and understanding under Rule 1B-26.003 of the Florida Administrative Code.
- Provide in your understanding of the City's needs, goals and objectives as they relate to the document and media scanning services, and your overall approach to accomplishing the project. Give an overview on your experience with Laserfiche Rio 10.0, proposed vision, ideas, and methodology and timelines. Describe your proposed approach to the project.

4.2.3 Experience, Qualifications and Past Performance

- Indicate the firm's number of years of experience in providing document and media scanning services.
- Submit an executive summary that identifies the business entity and its background. 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.
- 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.

4.2.4 Methods & Resources for Performing Services

- Procedures for tracking inventory once they are picked up from your customers.
- Provide a list of equipment proposer uses for Scanning and Media Conversion from Microfiche flats 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.
- Software product and version of scanning/capture tool used, along with types of images are supported (TIFF, CCITT Group 3 & 4, etc.) and the minimum/maximum size of images documents the system can handle.
- Method(s) used to reduce the size of the file image when performing media conversion from microfiche flats.
- Identify automated tracking system(s) to allow for the retrieval of any document that is in process.
- Destruction process including any safeguarding measures and where the documents are sent once shredded.
- Provide 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 purposes.
- Explain for the transportation of documents will be handled (types of vehicles and containers that will be used).

4.2.5 Security of Service Facility

- Identify main office(s) and other office locations that will service this contract.
- Identify square footage of storage facility where the documents will be stored, scanned and media conversion services performed. Include if facility has air conditioning and security alarm/fire sprinkler services.
- List security measures to safeguard the information contained within customer documents.
- Identify if background checks are performed for employees and if they are bonded.
- Frequency of servers and workstations back-ups.
- Explain security devices and technologies currently deployed in your computer network and how servers/workstations are protected from intrusion originating from either inside or outside.

4.2.6 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.

4.2.7 Subcontractors

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

4.2.8 Required Forms

A. Proposal Certification
Complete and attach the Proposal Certification provided herein.

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

C. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

PICKUP

E. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)
This form is to be completed, if applicable, and inserted in this section.

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

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

H. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

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

J. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results, or any interested party may call the Procurement Services Division at 954-828-5933.

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

5.3 Contract Award

The City reserves the right to award a contract by group to the Proposer(s) 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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION VI - COST PROPOSAL PAGE

Proposer Name: ADVANCED IMAGING SOLUTIONS, INC

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

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

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.

GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
1.1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	7,000,000	$0.07	$490,000.00
1.2	Unit cost/per scanned image, for E size shop drawings.	400,000	$0.85	$340,000.00
1.3	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	100,000	$0.12	$12,000.00
1.4	Cost per character indexing above 30 characters	7,000,000	$0.00	$0.00
	GROUP 1 TOTAL:			$842,000.00

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

GROUP 2 - Microfiche Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
2.1	Unit cost/per scanned image, of 16 – 35mm microfiche flats, at an average of 8 images per jacket; to be converted to scanned images	500,000	$0.35	$175,000.00
2.2	Destruction documents after scanning and review of scanned images by the City is complete.	500,000	$0.12 PER LB	$60,000.00
2.3	Indexing Images by block, lot, parcel, address and/or permit number	500,000	$0.00	$0.00
2.4	Cost per character indexing above 30 characters	250,000	$0.01	$2,500.00
	GROUP 2 TOTAL:			$237,500.00

Submitted by:

CHRISTOPHER FERRER
Name (printed)

Signature

10/17/2022
Date

PRESIDENT
Title

Version 12-2021

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions 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, Bidders 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
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 – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

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. 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 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 Bidders 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 Chief Procurement Officer 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.

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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 which 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, is 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 Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

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

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:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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:

- Bidder's 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.

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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION. The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **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 Contractor 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 Contractor from 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.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **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

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), 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 Agreement if the Contractor does not transfer the

records to the City.

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

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 Cityof LauderdaleFL officeror intowriting 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.

Text Box: 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.

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

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.

Authorized Signature **Title** PRESIDENT

Name (Printed) CHRISTOPHER FERRER **Date** 10/17/2022

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☑ MasterCard

☑ Visa

ADVANCED IMAGING SOLUTIONS, INC
Company Name

CHRISTOPHER FERRER
Name (Printed)

Signature

10/17/2022
Date

PRESIDENT
Title

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title
CHRISTOPHER FERRER
PRESIDENT

Date
10/17/2022

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal.**

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City. and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)	(Business Name)	is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(2)	(Business Name)	is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)	(Business Name)	is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(4)	(Business Name)	is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
(5)	(Business Name)	requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contrract with the City.

BIDDER'S COMPANY: ADVANCED IMAGING SOLUTIONS, INC

AUTHORIZED COMPANY PERSON: CHRISTOPHER FERRER — 10/17/2022

PRINT NAME — SIGNATURE — DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

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

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) _____ (Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2) _____ (Business Name) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3) _____ (Business Name) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4) _____ (Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5) _____ (Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6) _____ (Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: ADVANCED IMAGING SOLUTIONS, INC

AUTHORIZED COMPANY PERSON: CHRISTOPHER FERRER _____ 10/17/2022

PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: RFP # 12696-535

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

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

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

Contractor/Proposer/ Bidder Company Name: ADVANCED IMAGING SOLUTIONS, INC

Authorized Company Person's Signature: CHRISTOPHER FERRER

Authorized Company Person's Title: PRESIDENT

Date: 10/17/2022

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) ADVANCED IMAGING SOLUTIONS, INC EIN (Optional): 65-0489173

Address: 1776 N Pine Island Road, Suite 222

City: PLANTATION State: FL Zip: 33322

Telephone No.: 786-985-2047 FAX No.: 954-252-2557 Email: CJFERRER@ATT.NET

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: 1

Total Bid Discount **(section 1.05 of General Conditions)**: N/A

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**: ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
N/A					
N/A					

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. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, 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:

CHRISTOPHER FERRER
Name (printed)

Signature

10/17/2022
Date

PRESIDENT
Title

Revised 4/28/2020

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:** CITY OF PLANTATION

   Address: 400 NW 73 AVENUE
   PLANTATION, FLORIDA 33317

   Contact: SHAMEKA BUTTS

   Phone #: 954-797-2265 Email: SBUTTS@PLANTATION.ORG

   Contract Value: $25,000.00/YEAR Year: 1996-PRESENT

   Description: PICKUP DOCUMENTS, SCAN AND INDEX, CREATE DATABASE, DELIVER DOCUMENTS BACK. DOCUMENTS ARE CITY BUILDING PERMITS

2. **Company Name:** TOWN OF OCEAN RIDGE

   Address: 6450 N OCEAN BLVD
   OCEAN RIDGE, FLORIDA 33435

   Contact: LISA BURNS

   Phone #: 561-732-2635 Email: LBURNS@OCEANRIDGEFLORIDA.COM

   Contract Value: $15,000.00/YEAR Year: 1995-PRESENT

   Description: PICKUP DOCUMENTS, SCAN AND INDEX,, DELIVER DOCUMENTS BACK. DOCUMENTS ARE CITY BUILDING PERMITS

3. **Company Name:** MIAMI DADE COUNTY BUILDING

   Address: 11805 SW 26 ST, RM#149
   MIAMI, FLORIDA 33175

   Contact: ALINA GARCIA

   Phone #: 786-315-2344 Email: ALINAGA@MIAMIDADE.GOV

   Contract Value: $500,000.00 Year: 2006-2016

   Description: PICKUP DOCUMENTS TO MICROFILM AND SCAN, PICKUP ROLLS OF FILM TO CONVERT TO DIGITAL IMAGES, INDEX IMAGES.

4. **Company Name:** RELLI TECHNOLOGIES INC
6100 PARK OF COMMERCE BLVD
BOCA RATON, FLORIDA 33487
Address:
Contact: JASMINE SANDLER
Phone #: 561-886-0200 Email: JSANDLER@RELLI.COM
Contract Value: $200,000.00 Year: 2008-PRESENT
PICKUP APERTURE CARDS, SCAN AND INDEX THE CARDS, DELIVER CARDS BACK TO CLIENTS WITH DIGITAL IMAGES
Description:

5. **Company Name:**
Address:
Contact:
Phone #: Email:
Contract Value: Year:
Description:

Question and Answers for Bid #12696-535 - Document and Media Scanning Services

Overall Bid Questions

Question 1

We have experience to work in Florida for scanning and Laserfiche services. We are Value Added Reseller for Laserfiche. We do not have any facility in Florida to scan document. Are we eligible to bid for your RFP # 12696-535, Document and Media Scanning Services - The City of Fort Lauderdale, Florida (City) RFP? **(Submitted: Sep 28, 2022 12:34:58 AM EDT)**

Answer

- Refer to Section 3.1.1, Introduction: "The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified firms whose processing facilities are located in the State of Florida..."

Also refer to Section 3.1.4, Service Provisions, Functional and Technical Requirements: "Scanning Facilities (Service Center) - Proposer's scanning and indexing facilities must be located within the State of Florida. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 2

Can we pick up all the documents and Microfiche in as single trip? **(Submitted: Sep 28, 2022 12:35:15 AM EDT)**

Answer

- No, pickup is usually done every 2 weeks. The paper documents are held in a warehouse in West Palm Beach, while the microfiche are in our main Development Services Department office in Fort Lauderdale. The vendor that is awarded the contract will be provided with the procedure for pickup. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 3

Are you looking for a local vendor? **(Submitted: Sep 28, 2022 12:35:23 AM EDT)**

Answer

- Please refer to Question/Answer 1 **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 4

Is this a new requirement? If not, can you please provide the name of the vendor, the current contract value and eligibility criteria to re-compete? **(Submitted: Sep 28, 2022 12:35:26 AM EDT)**

Answer

- There is an existing contract with Advanced Data Solutions, Inc.; however, the scope and requirements have been revised for this new solicitation. All interested vendors must submit their proposals based on the requirements outlined in this new solicitation **(Answered: Oct 4, 2022 10:09:11 AM EDT)**

PICKUP

Question 5

What is the level of preparation required? (Removal of fasteners, staples, post-it's, etc) **(Submitted: Sep 28, 2022 12:35:34 AM EDT)**

Answer

- The paper documents may have staples; the flats are not attached. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 6

Do we need to provide the digitized documents in specific folder structure? **(Submitted: Sep 28, 2022 12:35:47 AM EDT)**

Answer

- It would be preferrable if the documents are in the Laserfiche Briefcase format. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 7

Do we need to apply any naming convention to files **(Submitted: Sep 28, 2022 12:35:50 AM EDT)**

Answer

- The paper documents scanned should be indexed using address and permit number. The microfiche will have to be indexed by both the mailing and legal address, lot, and block number. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 8

Are all of the microfiche jackets in good condition? **(Submitted: Sep 28, 2022 12:35:58 AM EDT)**

Answer

- The microfiche jackets are in fair to good condition. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 9

Do we need to scan B&W or Color? If color, then what % of documents are color? **(Submitted: Sep 28, 2022 12:36:07 AM EDT)**

Answer

- All scans are in black and white. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 10

Will each microfiche jacket become a multipage PDF? Please confirm **(Submitted: Sep 28, 2022 12:36:13 AM EDT)**

Answer

- Yes, each jacket can have multipage PDF. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 11

2.17 Minimum Qualifications - Shouldn't the vendor have a minimum of 3-5 years experience in Laserfiche and be able to prove it? **(Submitted: Sep 28, 2022 1:00:50 PM EDT)**

Answer

- Refer to Section 2.17, Minimum Qualifications: "Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully

perform the work..."(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 12

3.1.2 Scope of work. Should you add the that the City wants Laserfiche Briefcase that hold the Images and metadata? Not just the abilty to create TIFF's and PDF's?(Submitted: Sep 28, 2022 1:05:33 PM EDT)

Answer

- Laserfiche briefcase format should be used(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 13

We are a company with a national, state, and with a local presence here in Broward County. Our company is also the largest scanning and imaging processing provider in the USA. We work with federal, state, and local governments throughout the country, including the City of Fort Lauderdale Print Shop. We have decades of experience in document imaging services. Our scanning and processing facilities are SOC2 certified by Pricewaterhouse Coopers and all our business processes are documented and verifiable.

Our scanning facility is in Duluth, GA and is just outside the state of Florida. Our logistics team can transport and secure your documents according to your requirements in a timely manner without issue. Furthermore, our processing facility runs 24 hours a day which gives us a competitive advantage over most local vendors. We are already a valued business partner with the City of Fort Lauderdale and were curious if you would consider our proposal even though the scanning facility is not located in Florida? Thank you(Submitted: Sep 28, 2022 2:04:28 PM EDT)

Answer

- Please refer to Question/Answer 1 (Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 14

1. Do you require that the same vendor provide services both for Group 1 (Scanning, Indexing, Imaging and Media Conversion Services) and Group 2 (Microfiche Conversion Services)? We are very interested in bidding if we can do so only for Group 1.(Submitted: Sep 28, 2022 2:57:02 PM EDT)

Answer

- No. It is the intent of the City to award one Proposer for each particular Group; therefore, each Proposer must submit pricing on all the services described within a Group(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 15

There is mention of a Permit number in the Indexing requirements. Is there a source system at City of FLauderdale in use which could export the permit number as well as the legal description, block, lot and street address?
Also - How many characters is a Permit Number?(Submitted: Sep 28, 2022 4:05:48 PM EDT)

Answer

- The permit numbers are on the paper documents to be scanned, the block, lot and street addresses are on the flats. Once the vendor has confirmed completion of a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using said permit number, block, lot, and street address. Permit numbers are alpha numeric, and the number of characters varies depending on the type of permit. This can be anywhere between 5 - 25 characters(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 16

Can you provide an average document size in pages(or inches if it's a file)? or does 1 document = 1 image? And do you have a database with permit information readily available for the documents? **(Submitted: Sep 28, 2022 4:08:45 PM EDT)**

Answer

- The number of pages and size varies; the size can be between 8.5 x 11 and 2ft x 3ft.
Once the vendor has confirmed completion of a scanning a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using the permit number, block, lot, and street address. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 17

If we have a paper records scanning facility located in Broward County(completing Group 1 of the Scope), but our Microfiche Scanning facility is in another state, can we still bid on Group 2?
Can we confirm an estimate of 500,000 fiche jackets? OR does 500,000 represent total estimated fiche images?
Are the indexing requirements featured across the top of each fiche or is the vendor to read the first image to obtain the indexing data?
Is there anything featured across the top header of the physical fiche? **(Submitted: Sep 28, 2022 4:10:54 PM EDT)**

Answer

- 1. Please refer to Question/Answer 1.
2. The City has an estimate of 300,000 fiche jackets and each fiche holds an estimate of 8 images.
3. Yes, the indexing requirements are featured across the top.
4. Yes, the Legal and mailing address, block, and lot numbers. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 18

Is the material boxed up and ready to be taken offsite?
Will there be support in moving the boxes to our trucks?
Are other supplies(boxes, labor) needed for the transfer to the supplier? **(Submitted: Sep 28, 2022 4:12:38 PM EDT)**

Answer

- 1. Yes, all will be boxed and ready for pickup.
2. No, the vendor will be required to move the boxes to the truck.
3. Per Section 3.1.2, Scope of Work - "Proposer shall provide all labor, materials, tools, and equipment required for the Services for all City departments requesting Services under Contract" **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 19

p.8 section 2.13 - Non-Exclusive Contract

Please explain section 2.13 - Non-Exclusive Contract clause. The RFP details volume for three types of document and media scanning services. If awarded, will the document and media scanning services described herein be awarded to a single Vendor? Or would the awarded vendor merely be an approved vendor? Is this a "license to hunt" RFP? **(Submitted: Oct 10, 2022 5:11:17 PM EDT)**

Answer

- Section 2.13 is the City's standard procurement language. The City of Fort Lauderdale can award an additional contract to additional vendor(s) for similar services if deemed necessary. It is the intent of the City to award one Proposer for each particular Group; therefore, each Proposer must submit pricing on all the services described within a Group. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 20

As per your language in Section 3.1.4 ("Proposer will have to obtain prior approval of the respective City department/division and the Information Technology Services (ITS) Department."), can we seek prior approval at this time to leverage our secure cloud infrastructure outside the State of Florida to support our scanning and indexing services performed within the State of Florida? **(Submitted: Oct 10, 2022 5:12:36 PM EDT)**

Answer

- Prior approval cannot be obtained at this time. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 21

On average, how many sheets of paper are included in a single document? **(Submitted: Oct 10, 2022 5:12:55 PM EDT)**

Answer

- The number of pages varies based on the type of project. On average between two to hundreds. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 22

How many pages are in your average folder? **(Submitted: Oct 10, 2022 5:13:33 PM EDT)**

Answer

- This varies depending on the project size. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 23

Is a submission extension possible? **(Submitted: Oct 10, 2022 5:13:51 PM EDT)**

Answer

- At this time, there are no intensions to extend the due date. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 24

1. For the cost proposal page, please advise if there is a excel file. If there is not, please let us know if we need to respond via PDF or word documents **(Submitted: Oct 11, 2022 9:45:15 AM EDT)**

Answer

- There is not an Excel file for this page. The completed Cost Proposal Page should be uploaded with your other proposal documents. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 25

2. Please advise if we can modify the cost proposal table by adding columns or row? **(Submitted: Oct 11, 2022 9:45:52 AM EDT)**

Answer

- The Cost Proposal Page should not be modified. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 26

Section 3.1.9 states the following:

Scanning will be performed in the same order as the paper is received and prepped.

Rack Document Questions / Inapplicable to Box Scanning.

Your rack log sheets serve as the checklist for the permits within each rack. This requires at least 10 feet of working space per bundle. Permit documents are dispersed within each rack and must be compiled to create one document and print set per permit on your list. There are often 10 to 20 piles of individual permits that must be sorted and grouped within each rack to agree to the log. This is extremely time consuming. Thus, scanning in the order received is not applicable.

Is your process changing such that permits will all be group and can be scanned in order without the need of the time-consuming sorting process?

Along the same lines, your signature envelopes often contain up to 20 different permit documents. These envelopes must be opened and documents must sorted, by permit, on every bundle as they are comingled. This is time consuming as well and requires attention to detail. The envelopes themselves must also be cut for scanning and designated for only one specific permit, despite over a dozen listed on the outside.

Please confirm if this has changed? **(Submitted: Oct 12, 2022 4:08:10 PM EDT)**

Question 27

During our inspection of the boxed building records (daily's), we noted an average of 60 to 64 envelope, permit packages per 1.2 cubic foot standard file box. The envelopes contain listings of contents, permit #'s included, addresses, signatures, approvals and many notes. It is clear that the envelopes are part of the official records and should be scanned. Please confirm they should be scanned? **(Submitted: Oct 13, 2022 1:44:45 PM EDT)**

Answer

- Yes, confirmed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 28

During our inspection of the boxed building records (daily's), we noted an average of 60 to 65 envelopes, permit packages per 1.2 cubic foot standard file box. The envelopes contain Master Permits as well as sub-contractor permits, disciplines and revisions. Both the small format and large format records are commingled for all permits therein. To properly organize this, the records need to be sorted such that all permits are grouped in order and with their respective documentation. Otherwise, it will be quite difficult for an end user to determine which documents relate to each other. Please confirm if these records are to be sorted and organized prior to scanning? **(Submitted: Oct 13, 2022 2:01:57 PM EDT)**

Answer

- Yes. The City has put them together already so they can be scanned with the proper permit. If each form is indexed properly, our systems will pull them together when needed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 29

During our inspection of the boxed building records (daily's), we noted an average of 60 to 65 envelope, permit packages per 1.2 cubic foot standard file box. The envelopes contain listings of contents, permit #'s included, addresses, signatures, approvals and many notes. It is clear that the envelopes are part of the official records and should be scanned. Please confirm they should be scanned? (Submitted: Oct 13, 2022 1:44:45 PM EDT) **(Submitted: Oct 13, 2022 2:03:28 PM EDT)**

Answer

- Yes, confirmed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 30

ITEM 1.2 Specifies E size drawings. Are drawings 36" X 42" or 36" x 48"? Are there other sizes to be scanned, i.e., 24" x 36"? **(Submitted: Oct 13, 2022 3:07:25 PM EDT)**

Answer

- The City has both 36 x 42 and 36 x 48. The majority are 36 x 42. The City also has Ledger 11 x 17 / Legal 8 1/2 x 14. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 31

ITEM 1.3. Specifies Destruction of Documents. Does the Destruction of Documents also include the drawings? **(Submitted: Oct 13, 2022 3:08:45 PM EDT)**

Answer

- Yes. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 32

ITEM 1.4. Specifies a quantity of 7 million. Does the 7 million represent the number of documents or the number of pages to be indexed? **(Submitted: Oct 13, 2022 3:10:47 PM EDT)**

Answer

- Documents. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 33

ITEM 2.2 specifies Destruction of Documents after the scanning and review is complete. Does the quantity of 500,000 represent the number of microfiche (Film) to be destroyed and is the unit per microfiche? **(Submitted: Oct 13, 2022 3:12:48 PM EDT)**

Answer

- 500,000 sleeves of microfiche. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question Deadline: Oct 13, 2022 5:00:00 PM EDT

EXECUTIVE SUMMARY

4.2.2 Understanding and Approach to Scope of Work

Advanced Imaging Solutions, Inc. (AIS) acknowledges and agrees with the requirements stated under Rule 1B-26.003 of the Florida Administrative Code. Based on the requirements and scope of work laid out by the city, AIS will be scanning and indexing documents and microfiche meeting the City's needs. The scope of services to be performed by Advanced Imaging Solutions, Inc. include the following tasks:

- Pickup documents to be scanned from city location.
- Provide protected chain of custody during transport.
- Store documents in climate controlled, safe, and secure location.
- Inventory/audit all documents received in-house.
- Document preparation as needed (remove staples/sticky notes/paperclips, repair torn corners, etc.)
- Employ quality control measures including image clean-up to ensure superior image quality
- Scan documents at a minimum of 300 DPI in the format required by the city.
- Establish and confirm preferred document naming protocol and indexing needed.
- Deliver scanned images for uploading to Laserfiche.
- Any document in the possession of AIS will be provided to the City upon request within 24 hours or sooner.
- Destruction of documents once the city has checked the documents for clarity and accuracy and given the Proposer acknowledgment of same.

AIS understands the City's needs, goals, and objectives as we provide these same services to other cities in Broward, Dade, and Palm Beach counties. We utilize our experience and equipment to accomplish the project goals and do so in an organized and timely manner. We understand the importance of security, accuracy, and accessibility. We always remain up to date on our equipment and software. We have been trained in the Laserfiche records management program.

4.2.3 Experience, Qualifications and Past Performance

Company Background

Advanced Imaging Solutions, Inc. (AIS) has been providing scanning services to its clients since 1984. AIS is headquartered in Plantation, Florida. With close to 40 years' experience, we are striving to be the leading electronic records management provided in Florida. Over the past 40 years, AIS has had the opportunity to gain an in depth look into how governmental organizations utilize their documents on a day-to-day basis. This understanding has provided AIS the edge

needed to provide our clients with a tailored solution that will meet each individual organizations needs. Our goal is to develop solutions that will enable our customers to increase efficiency and productivity.

Company Officers/Supervisory Staff

Christopher Ferrer – Owner/President
Anthony Ferrer – Vice President
Angela Riggs – Office Manager
Alison Bates – Project Supervisor

AIS and its staff have been providing services similar to this project for several decades. These projects include the City of Plantation, Town of Ocean Ridge, Dade County Building Department, and Relli Technologies, to name a few. AIS scans and indexes permits for the above referenced cities which is very similar to this project. We can use the experience and knowledge gained over the years and apply it to this project.

AIS'S Authorization Contact

Christopher Ferrer – Director/President
1776 N. Pine Island Road, Suite 222
Plantation, Florida 33322
T: (954) 954-806-7842
F: (954) 252-2557
E: cjferrer@att.net

4.2.4 Methods & Resources for Performing Services

From the beginning of the project, you will be in communication with the Director to determine any details or requirements not specified in the request. The Director can also provide specific recommendations based on the best practices learned from previous scanning projects. The Director will be in contact with your project lead throughout the life of the project to determine specific scanning requirements including naming convention, indexing and output to media if not already determined.

Pick-up and Delivery

AIS will pick up the documents and microfiche on a schedule determined by the city. Materials will be picked up using a secured air-conditioned vehicle. Once the documents arrive at our location, they will be brought up to the office and stored in our locked air-conditioned storage room. AIS will inventory the material and check it against the inventory list provided by the city.

The city will be notified immediately of any discrepancies. If requested, the material can be returned in the same manner.

Typically, documents are transported in standard size banker's boxes. Each box or roll will be counted and inventoried at the time of pick up. The driver will have a pickup order clearly identifying date of pick up, type of records, and number of boxes/rolls (i.e., 30 boxes numbered 1 - 30). City staff will sign and verify the number of boxes/rolls being picked up and a copy will be left.

Equipment and Software

Document Scanning – Small Documents

All small documents (up to 11x17) are scanned primarily on our Avision AV320E2+ high volume production scanners, with a rated output of 80 pages per minute (160 images per minute). These scanners have a rated daily output of 10,000 cycles per scanner. On small-format scanners, glass and mirrors are cleaned before each box is scanned. Deep cleaning and collaboration of machines are conducted weekly to ensure consistent image quality. Each scanner operator is trained to review the documents being scanned for image quality. If at any time during the scan session they feel a document doesn't meet the image quality requirements we have established, they will rescan the document as necessary. We typically use the Avision scanning software for these machines due to compatibility; however, these scanners are compatible with a wide range of software. They also support a wide range of file formats: BMP, PNG, GIF, JPEG, Single-Page PDF, Multi-Page PDF, Multi-TIFF, TIFF, RTF, TXT, OCR, XPS, DOC, XLS, PPT, DOCS, XLSX, PPTX, HTML

Document Scanning – Large Documents

Large format scanning is performed on our Contex IQ Quattro scanners. These scanners have a speed of up to 17.8 inches per second which is the fastest rated large format scanners on the market. We ensure and maintain the original integrity of the document. On the large-format scanner, the optical path is cleaned at the beginning of each shift and depending on the work volume and age originals being scanned, may be cleaned an additional time half-way through the shift or more often as needed. If at any time during the scan session the scanner operator feels a document doesn't meet the image quality requirement, we have established they will rescan the document as necessary. We typically use the Nextimage 5 software for these machines; however, these machines are also compatible with a range of other software. File formats supported: TIF, JPG, PDF, PDF/A, DWF, CALS, BMP, JPEG-2000(JP2), JPEG2000 Extended (JPX), TIF-G3, TIF-G4 and others.

Microfiche Scanning

All microfiche scanning is performed on our e-ImageData ScanPro scanners. We have a number of models which cover a wide range of sizes, formats, and spacing. These scanners have a capability of 100 images per minute for roll film and 70 images per minute for jackets. We use the PowerScan software which is built specifically for these machines. This software has a number of

functions which ensure the quality of the images (ex: straighten, crop, rotate, etc.). The file formats supported are PDF, TIFF, JPEG and more, single, and multi-page, with and without OC.

Indexing Procedures

Indexing images will be performed based on the department requirements. This indexing could include permit number, address, legal description, lot, block etc. Once the files are indexed and the accuracy is confirmed by a supervisor at AIS, the files will then be imported to Laserfiche.

Turnaround Times

Using a volume of around 20K documents, the turnaround time would be between 1 and 2 weeks. This includes pickup, preparation of documents, scanning, indexing, quality control, and delivery of images to the city.

4.2.5 Security of Service Facility

The facility is located in Plantation: 1776 N Pine Island Road, Suite 222, Plantation Florida, 33322. The office is approximately 2200 square feet. The entire suite is under air condition. The office is located on the second floor of a 3-story building. The building doors are locked prior to 8am and after 6pm. The building has cameras at all entrances and exits. The office also has a security system that is monitored 24 hours a day. The office and building are equipped with fire sprinklers which are inspected on a regular basis. The individual offices and storage room are equipped with locks. There are several doors that have to be passed through to get into the main offices where the work will be taking place. All employees have background checks performed on them on a yearly basis. The network is secured and monitored daily. The hard drives are backed up every night. The network is monitored by Webroot security software. Our IT team monitors our system and makes sure we are always up to date on our security software.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ADVANCED IMAGING SOLUTIONS

Receipt #: 329-329818
Business Type: ALL OTHERS (DOCUMENT SCANNING SERVICES)

Owner Name: CHRISTOPHER FERRER
Business Location: 1776 N PINE ISLAND RD STE 222 DAVIE
Business Phone: 9548067842

Business Opened: 10/03/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ADVANCED IMAGING SOLUTIONS
1776 N PINE ISLAND RD STE
222
PLANTATION, FL 33322-5223

Receipt #WWW-22-00001170
Paid 10/06/2022 33.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ADVANCED IMAGING SOLUTIONS

Receipt #: 329-329818
Business Type: ALL OTHERS (DOCUMENT SCANNING SERVICES)

Owner Name: CHRISTOPHER FERRER
Business Location: 1776 N PINE ISLAND RD STE 222 DAVIE
Business Phone: 9548067842

Business Opened: 10/03/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt #WWW-22-00001170
Paid 10/06/2022 33.00

Advanced Imaging Solutions, Inc
1776 N Pine Island Rd #222
Plantation FL 33322

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

City of Plantation
LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 186453

Account #: OC21-0287

Valid from 10/01/2022 to 09/30/2023

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

Classification: (26)zz Unclassified Service

Business Name & Address:
Advanced Imaging Solutions, Inc
1776 N Pine Island Rd #222
Plantation FL 33322

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN22-03688 • Paid: 06/05/2022 • $105.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

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

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

PRODUCER	CONTACT NAME:	
IRVING NEWMAN INS AGENCY/PHS 21225290 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
ADVANCE IMAGING 1776 N PINE ISLAND RD STE 222 PLANTATION FL 33322	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	21 SBM AN9LKP	11/08/2021	11/08/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			21 SBM AN9LKP	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21 WEC RW0385	11/26/2021	11/26/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Data Breach - Defense & Liab Covg			21 SBM AN9LKP	11/08/2021	11/08/2022	Limit	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Reference: RFP# 12696-535. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement Services Division
100 N ANDREWS AVE
FORT LAUDERDALE FL 33301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Detail by Entity Name

Florida Profit Corporation
ADVANCED IMAGING SOLUTIONS, INC.

Filing Information

Document Number	P93000073779
FEI/EIN Number	65-0489173
Date Filed	10/25/1993
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/05/2014

Principal Address

1776 N Pine Island Road Suite 222
plantation, FL 33322

Changed: 01/20/2022

Mailing Address

1776 N Pine Island Road Suite 222
plantation, FL 33322

Changed: 01/20/2022

Registered Agent Name & Address

FERRER, CHRISTOPHER
1776 N Pine Island Road Suite 222
plantation, FL 33322

Address Changed: 01/20/2022

Officer/Director Detail

Name & Address

Title D

FERRER, CHRISTOPHER
499 NW 70th Avenue Suite 105
Plantation, FL 33317

Annual Reports

Report Year	Filed Date
2020	01/11/2020
2021	01/15/2021
2022	01/20/2022

Document Images

01/20/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/11/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
11/05/2014 -- REINSTATEMENT	View image in PDF format
05/30/2013 -- ANNUAL REPORT	View image in PDF format
08/29/2012 -- ANNUAL REPORT	View image in PDF format
09/16/2011 -- REINSTATEMENT	View image in PDF format
03/14/2009 -- REINSTATEMENT	View image in PDF format
09/02/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/30/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
05/20/2002 -- ANNUAL REPORT	View image in PDF format
07/17/2001 -- ANNUAL REPORT	View image in PDF format
05/23/2000 -- ANNUAL REPORT	View image in PDF format
05/07/1999 -- ANNUAL REPORT	View image in PDF format
05/12/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
08/07/1996 -- ANNUAL REPORT	View image in PDF format
06/23/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

TABLE OF CONTENTS

Section 1 – Introduction and Information.....1-33

Section 2 – Good Services General Conditions.....34-42

Section 3 – Non-Collusion Statement.....43

Section 4 – Contract Payment Method.....44

Section 5 – Non-Discrimination Certification Form.....45

Section 6 – Disadvantaged Business Enterprise DBE Preference Certificate.....46-48

Section 7 – Local Business Preference Certification.....49-51

Section 8 – E-Verify Affirmation Statement.....52

Section 9 – Bid Proposal Certification.....53-54

Section 10 – Supplier References.....55-56

Section 11 – Questions and Answers.....57-63

Section 12 – Executive Summary.....64-67

- **Understanding and Approach to Scope of Work**
- **Experience, Qualifications and Past Performance**
- **Methods and Resources for Performing Services**
- **Security of Service Facility**

Section 12 – Business Licenses, Insurance, Sunbiz Active Corporation 68-72

Solicitation 12696-535

Document and Media Scanning Services

Bid Designation: Public

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 12696-535
Document and Media Scanning Services

Bid Number	**12696-535**
Bid Title	**Document and Media Scanning Services**
Bid Start Date	**Sep 23, 2022 12:08:51 PM EDT**
Bid End Date	**Oct 19, 2022 2:00:00 PM EDT**
Question & Answer End Date	**Oct 13, 2022 5:00:00 PM EDT**
Bid Contact	**John Torrenga** **Procurement Administrator** **Finance** **jtorrenga@fortlauderdale.gov**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**
Bid Comments	**The City of Fort Lauderdale, Florida is seeking competitive sealed proposals from qualified Proposers, whose processing facilities are located in the State of Florida, to establish a City-wide agreement for Document and Media Scanning Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).** **Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through Periscope S2G by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via BidSync/Periscope S2G.** **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the City to receive a valid response through BidSync/Periscope S2G, Supplier-to-Government. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync/Periscope S2G, Supplier-to-Government by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through BidSync/Periscope S2G, Supplier-to-Government, immediately notify the Procurement Specialist and then contact BidSync Periscope S2G, Supplier-to-Government for technical assistance.**

Item Response Form

Item	**12696-535--01-01 - GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services**
Quantity	**1 lump sum**
Unit Price	$842,000.00
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services.
Proposer shall provide Total for Group 1 (Lines 1.1 through 1.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

Item	**12696-535--01-02 - GROUP 2 - Microfiche Conversion Services**
Quantity	**1 lump sum**
Unit Price	$237,500.00
Delivery Location	**City of Fort Lauderdale** No Location Specified

Qty 1

Description
GROUP 2 - Microfiche Conversion Services.
Proposer shall provide Total for Group 2 (Lines 2.1 through 2.4) as stated in Section VI - Cost Proposal Page, per complete specifications contained in this RFP.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

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

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist John Torrenga at (954) 828-5949 or email at jtorrenga@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. 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). Proposers 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 Proposer 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.

1.3 Pre-proposal Conference and Site Visit

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

It will be the sole responsibility of the Proposer 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) 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.

It is the sole responsibility of the Bidder/Proposer to ensure that their bid/proposal is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID/PROPOSAL SUBMITTALS WILL NOT BE ACCEPTED. BIDS/PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings/Proposal Closings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/20) 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

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

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

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

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

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

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Proposer's work product, and agreement cannot be reached between the City and the successful Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Proposer on a payment for the work completed and usable to the City.

2.8 Related Expenses/Travel Expenses

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

2.9 Payment Method

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

2.10 Mistakes

The 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.

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this 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.

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

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

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

2.13 Non-Exclusive Contract

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

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:
https://www.fortlauderdale.gov/home/showdocument?id=1212 .

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposers shall be in the business of microfiche conversion services and/or 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 key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer or principals shall have relevant experience in microfiche conversion services and/or 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.

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

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

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

2.18 Lobbying Activities

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

2.19 Local Business Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

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

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.19.5 Definitions

a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

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

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

a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

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

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

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services.

2.20.5 Definitions

a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

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

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

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182.1PRSO.

2.22 Public Entity Crimes

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

2.23 Subcontractors

2.23.1 If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

2.23.2 Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of this Contract. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer'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 Proposer's subcontractors for payment for work performed for the City.

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

2.24 Proposal Security – Not Applicable

2.25 Payment and Performance Bond – Not Applicable

2.26 Insurance Requirements

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

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

2.26.3 The following insurance policies and coverages are required:

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

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

Policy must include coverage for contractual liability and independent contractors.

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

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

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

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

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

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

2.26.4 Insurance Certificate Requirements

a. The successful Proposer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. The successful Proposer shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the successful Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of the successful Proposer following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the successful Proposer shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the successful Proposer's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2.26.5 The successful Proposer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the successful Proposer's expense.

2.26.6 If the successful Proposer's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the successful Proposer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The successful Proposer's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the successful Proposer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, successful Proposer must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of successful Proposer's insurance policies.

2.26.10 The successful Proposer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the successful Proposer's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the successful Proposer's responsibility to ensure that any and all of the successful Proposer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the successful Proposer.

2.27 Award of Contract

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

2.28 Unauthorized Work

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

2.29 Damage to Public or Private Property

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

2.30 Safety

The Proposer(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 Proposer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding

the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

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

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract shall not be made without prior City approval.

2.34 Manufacturer/Brand/Model Specific Request – Not Applicable

2.35 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 Proposer shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.36 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.

2.37 Service Test Period

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

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

2.38 Contract Coordinator

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

Liaison with Proposer.
Coordinate and approve all work under the contract.
Resolve any disputes.
Assure consistency and quality of Proposer's performance.
Schedule and conduct Proposer performance evaluations and document findings.
Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

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

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

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

2.40 Substitution of Personnel

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

2.41 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 successful Proposer will furnish the City's needs as they arise.

2.42 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

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.

3.1.1 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 Document and Media Scanning 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 Proposer must be capable of providing off-site Document and Media Scanning Services (Services) in accordance with the RFP specifications. It is the intent ofthe City to award one Proposer for each Group; therefore, each Proposer must submit pricing on all the services described within a Group.

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

3.1.2 Scope of Work - Services Overview and Approach

Proposer 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.

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-525

3.1.3 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 Development Services Department (DSD), in particular, will initiate the digitization of its current and archived hard copy documents which include documents on paper, microfiche flats.

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 Proposer to ensure that Proposer'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 microfiche flats to scanned images during the course of the contract as the need arises and depending upon available funding sources.

3.1.4 Service Provisions, Functional and Technical Requirements

Scanning Facilities (Service Center) – Proposer's scanning and indexing facilities must be located within the State of Florida. The service center appointed by Proposer as the one to service the City'sscanning and indexing needs shall be the one to scan and index all city documents including microfiche flats, paper or any other format. If at any point in time Proposer 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, Proposer 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 Proposer allowing for reasonable time for rectification.

3.1.5 Pickup and Turnaround Time

The Proposer 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 Proposer 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 Palm Beach and Broward Counties. 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 Proposer to pick up on a scheduled or as needed basis of documents to be scanned

and/or media conversion services performed. Microfiche flats will be picked up at a minimum of once per week in "as is" condition.

3.1.6 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.

3.1.7 Document Tracking and Inventory

The Proposer will inventory and acknowledge the receipt of all items received. It is intended that the Proposer 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 Proposer are to be resolved within ten (10) working days.

3.1.8 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 informationto 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, Proposer 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 Proposer will be required to perform a final quality control step that compares the final output to the manifest the City provided the Proposer to ensure that every document has been digitized and indexed. The Proposer 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 Proposer.

3.1.9 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 andbe post processed utilizing the following processes:

A. Deskew
B. Black border removal
C. Punch hole filter
D. Image enhancement (for poor quality documents)
E. Noise Reduction
F. 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 drawingwill 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 Proposer shall use 400 dpi or higher for those documents where it is required to meet the quality requirements.

The Proposer should have the ability to produce 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.

QUALITY CONTROL - The Proposer 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 Proposer 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 hasbeen 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 Proposer 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 blankpages 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 ordistorted 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 TIFF image files with necessary indexing and digitalized indexing on the image, The digitalized indexing should include the legal description, block, lot, street address and permit number (if available) on the scanned image. This information should be displayed at the top center of the image or in an area of the scanned

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 Proposer. The Proposer will provide the ability to locate and return to the City department any original document that is in the possession of the Proposer within (24) twenty-four hours from the timeof request by an authorized department agent. After the City has fulfilled its need, the Proposer shall also pick up these documents and return with them to the Proposer's site to either complete the scanning, indexing or conversion process, whichever applies.

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

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

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Proposer will be held responsible for lost, stolen and/or damaged original documents. The Proposer will be fined up to $500 for a records box that is lost, stolen or damaged. Also, for media conversion purposes, the Proposer will be liable up to $500 per roll of microfiche flats for any lost, stolen and/or damaged original while in the Proposer's possession. Also, no unauthorized reproduction or duplication of any media produced by the Proposer 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 Proposer, the Proposer becomes responsible for the security of the documents. The Proposer may not duplicate or sell the information contained any media source.

HARD COPY STORAGE - The Proposer 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 Proposer its scanned images with proper indexing, and has checked for both clarity and accuracy, the City Clerk's Office will normally require the Proposer to shred the original documents. The City prefers the Proposer to do the shredding themselves on the Proposer's site, but the City will permit the Proposer to hire an outside vendor that will perform shredding on the Proposer's site. (The City will not permit its documents to be taken off the Proposer's site for shredding.) If the Proposer hires an outside shredding vendor to do the shredding on the Proposers site, the outside shredding vendor must be bonded. In either instance, the Proposer 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 Proposer will be required to provide the City Clerk's Office and the departmental Project Manager the certificate of destruction that the Proposer 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 owndesignated employee(s) present during the Proposer'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.

3.1.10 All City Departments – Specific Service Provisions

Proposer 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 Proposer. 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 Proposer.

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 Proposer. Proposer shall provide timeframes for completion and costs to complete, in advance of performing the work, based on the terms ofthe Contract.

The Proposer 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 Proposer 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, Proposer 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 Proposer 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.

Proposer 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 Proposer 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 Proposer.

Proposer 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, Proposer shall provide a copy of the lost data in the specified format, provided department requests the data within the specified Proposer retention period.

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

3.1.11 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 Proposer throughout the contract period. The City may also provide the batch configuration for this test.

3.1.12 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 Development Services 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 Floyd Brock, 954-828-5281 (fbrock@fortlauderdale.gov) to request and arrange an appointment to inspect the documents. Inspections will be allowed up to (3) days prior to the solicitation closing.

By submitting a proposal, the Proposer certifies that he/she is aware of the general condition ofdocuments 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 submittedfor the work/services. Accordingly, you should follow these instructions carefully and provide alldata requested in the formats specified herein and in any referenced attachments.

The Proposer must complete pricing submission. Estimated annual quantities listed are for information and tabulation purposes only. They reflect an estimate count of documents of the first division of the Development Services Department to initiate the digitization of the hard copy backlog. No warranty or guarantee of quantities needed is given orimplied. It is understood that the Proposer 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. Pricing for scanning/imaging must include prepping and indexing of sleeve by address permit, and folio numbers. Proposers must include any transportation costs in the unit price per image.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City of Fort Lauderdale uses BidSync (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 a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public

records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

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

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

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

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated

herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Understanding and Approach to Scope of Work

- Provide experience and understanding under Rule 1B-26.003 of the Florida Administrative Code.
- Provide in your understanding of the City's needs, goals and objectives as they relate to the document and media scanning services, and your overall approach to accomplishing the project. Give an overview on your experience with Laserfiche Rio 10.0, proposed vision, ideas, and methodology and timelines. Describe your proposed approach to the project.

4.2.3 Experience, Qualifications and Past Performance

- Indicate the firm's number of years of experience in providing document and media scanning services.
- Submit an executive summary that identifies the business entity and its background. 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.
- 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.

4.2.4 Methods & Resources for Performing Services

- Procedures for tracking inventory once they are picked up from your customers.
- Provide a list of equipment proposer uses for Scanning and Media Conversion from Microfiche flats 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.
- Software product and version of scanning/capture tool used, along with types of images are supported (TIFF, CCITT Group 3 & 4, etc.) and the minimum/maximum size of images documents the system can handle.
- Method(s) used to reduce the size of the file image when performing media conversion from microfiche flats.
- Identify automated tracking system(s) to allow for the retrieval of any document that is in process.
- Destruction process including any safeguarding measures and where the documents are sent once shredded.
- Provide 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 purposes.
- Explain for the transportation of documents will be handled (types of vehicles and containers that will be used).

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

4.2.5 Security of Service Facility

- Identify main office(s) and other office locations that will service this contract.
- Identify square footage of storage facility where the documents will be stored, scanned and media conversion services performed. Include if facility has air conditioning and security alarm/fire sprinkler services.
- List security measures to safeguard the information contained within customer documents.
- Identify if background checks are performed for employees and if they are bonded.
- Frequency of servers and workstations back-ups.
- Explain security devices and technologies currently deployed in your computer network and how servers/workstations are protected from intrusion originating from either inside or outside.

4.2.6 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.

4.2.7 Subcontractors

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

4.2.8 Required Forms

A. Proposal Certification
Complete and attach the Proposal Certification provided herein.

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

C. Non-Collusion Statement
This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form
This form is to be completed and inserted in this section.

PICKUP

E. Local Business Preference (LBP)
This form is to be completed, if applicable, and inserted in this section.

F. Disadvantaged Business Enterprise Preference (DBEP)
This form is to be completed, if applicable, and inserted in this section.

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

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

H. E-Verify Affirmation Statement
This form must be completed and returned with your proposal.

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

J. W-9 for Proposing Firm
This form must be completed and returned with your proposal.

K. Active Status Page from Division of Corporations – Sunbiz.org
Provide PDF of current page with your proposal.

END OF SECTION

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid/Proposal Tabulations/Intent to Award
Notice of Intent to Award Contract/Bid/Proposal, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award. Tabulations of receipt of those parties responding to a formal solicitation may be found at: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results, or any interested party may call the Procurement Services Division at 954-828-5933.

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

5.3 Contract Award

The City reserves the right to award a contract by group to the Proposer(s) 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

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

SECTION VI - COST PROPOSAL PAGE

Proposer Name: ADVANCED IMAGING SOLUTIONS, INC

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

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

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.

GROUP 1 - Scanning, Indexing, Imaging and Media Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
1.1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17"	7,000,000	$0.07	$490,000.00
1.2	Unit cost/per scanned image, for E size shop drawings.	400,000	$0.85	$340,000.00
1.3	Destruction documents after scanning and review of scanned images by the City is complete. Unit price per pound	100,000	$0.12	$12,000.00
1.4	Cost per character indexing above 30 characters	7,000,000	$0.00	$0.00
	GROUP 1 TOTAL:			$842,000.00

City of Fort Lauderdale
Document and Media Scanning Services
RFP # 12696-535

GROUP 2 - Microfiche Conversion Services

No.	Item Description	Estimated Quantity	Unit Price	Total Price
2.1	Unit cost/per scanned image, of 16 – 35mm microfiche flats, at an average of 8 images per jacket; to be converted to scanned images	500,000	$0.35 PER IMAGE	$1,400,000.00 (EST. 4 MILLION IMAGES)
2.2	Destruction documents after scanning and review of scanned images by the City is complete.	500,000	$0.12 PER LB	$60,000.00
2.3	Indexing Images by block, lot, parcel, address and/or permit number	500,000	$0.00	$0.00
2.4	Cost per character indexing above 30 characters	250,000	$0.01	$2,500.00
	GROUP 2 TOTAL:			$1,462,500.00

Submitted by:

CHRISTOPHER FERRER
Name (printed)

Signature

10/17/2022
Date

PRESIDENT
Title

Version 12-2021

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions 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, Bidders 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
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 – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

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. 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 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 Bidders 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 Chief Procurement Officer 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.

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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 which 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, is 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 Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

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

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:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with 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:

- Bidder's 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.

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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION. The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **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 Contractor 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 Contractor from 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.

5.16 **ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 **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

5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), 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 Agreement if the Contractor does not transfer the

records to the City.

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

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 Cityof LauderdaleFL officeror intowriting 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.

Text Box: 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.

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

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.

Authorized Signature _____ **Title** PRESIDENT

Name (Printed) CHRISTOPHER FERRER **Date** 10/17/2022

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☑ MasterCard

☑ Visa

ADVANCED IMAGING SOLUTIONS, INC
Company Name

CHRISTOPHER FERRER
Name (Printed)

Signature

10/17/2022
Date

PRESIDENT
Title

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title
CHRISTOPHER FERRER
PRESIDENT

Date
10/17/2022

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal.**

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City. and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1) _____ (Business Name) is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(2) _____ (Business Name) is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(3) _____ (Business Name) is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

(4) _____ (Business Name) is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

(5) _____ (Business Name) requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6) _____ (Business Name) requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contrract with the City.

BIDDER'S COMPANY: ADVANCED IMAGING SOLUTIONS, INC

AUTHORIZED COMPANY PERSON: CHRISTOPHER FERRER (PRINT NAME) _____ (SIGNATURE) 10/17/2022 (DATE)

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

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

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1) _____ (Business Name) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(2) _____ (Business Name) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.

(3) _____ (Business Name) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.

(4) _____ (Business Name) is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.

(5) _____ (Business Name) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

(6) _____ (Business Name) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: ADVANCED IMAGING SOLUTIONS, INC

AUTHORIZED COMPANY PERSON: CHRISTOPHER FERRER _____ 10/17/2022

PRINT NAME SIGNATURE DATE

Forms Non-ISO – Revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: RFP # 12696-535

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

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

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

Contractor/Proposer/ Bidder Company Name: ADVANCED IMAGING SOLUTIONS, INC

Authorized Company Person's Signature: CHRISTOPHER FERRER

Authorized Company Person's Title: PRESIDENT

Date: 10/17/2022

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) ADVANCED IMAGING SOLUTIONS, INC EIN (Optional): 65-0489173

Address: 1776 N Pine Island Road, Suite 222

City: PLANTATION State: FL Zip: 33322

Telephone No.: 786-985-2047 FAX No.: 954-252-2557 Email: CJFERRER@ATT.NET

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: 1

Total Bid Discount **(section 1.05 of General Conditions)**: N/A

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions)**: ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
N/A					
N/A					

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. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, 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:

CHRISTOPHER FERRER
Name (printed)

Signature

10/17/2022
Date

PRESIDENT
Title

Revised 4/28/2020

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:** CITY OF PLANTATION
   Address: 400 NW 73 AVENUE
   PLANTATION, FLORIDA 33317
   Contact: SHAMEKA BUTTS
   Phone #: 954-797-2265 Email: SBUTTS@PLANTATION.ORG
   Contract Value: $25,000.00/YEAR Year: 1996-PRESENT
   Description: PICKUP DOCUMENTS, SCAN AND INDEX, CREATE DATABASE, DELIVER DOCUMENTS BACK. DOCUMENTS ARE CITY BUILDING PERMITS

2. **Company Name:** TOWN OF OCEAN RIDGE
   Address: 6450 N OCEAN BLVD
   OCEAN RIDGE, FLORIDA 33435
   Contact: LISA BURNS
   Phone #: 561-732-2635 Email: LBURNS@OCEANRIDGEFLORIDA.COM
   Contract Value: $15,000.00/YEAR Year: 1995-PRESENT
   Description: PICKUP DOCUMENTS, SCAN AND INDEX,, DELIVER DOCUMENTS BACK. DOCUMENTS ARE CITY BUILDING PERMITS

3. **Company Name:** MIAMI DADE COUNTY BUILDING
   Address: 11805 SW 26 ST, RM#149
   MIAMI, FLORIDA 33175
   Contact: ALINA GARCIA
   Phone #: 786-315-2344 Email: ALINAGA@MIAMIDADE.GOV
   Contract Value: $500,000.00 Year: 2006-2016
   Description: PICKUP DOCUMENTS TO MICROFILM AND SCAN, PICKUP ROLLS OF FILM TO CONVERT TO DIGITAL IMAGES, INDEX IMAGES.

4. **Company Name:** RELLI TECHNOLOGIES INC
6100 PARK OF COMMERCE BLVD
BOCA RATON, FLORIDA 33487

Address:

Contact: JASMINE SANDLER

Phone #: 561-886-0200 Email: JSANDLER@RELLI.COM

Contract Value: $200,000.00 Year: 2008-PRESENT

Description: PICKUP APERTURE CARDS, SCAN AND INDEX THE CARDS, DELIVER CARDS BACK TO CLIENTS WITH DIGITAL IMAGES

5. **Company Name:**

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

Question and Answers for Bid #12696-535 - Document and Media Scanning Services

Overall Bid Questions

Question 1

We have experience to work in Florida for scanning and Laserfiche services. We are Value Added Reseller for Laserfiche. We do not have any facility in Florida to scan document. Are we eligible to bid for your RFP # 12696-535, Document and Media Scanning Services - The City of Fort Lauderdale, Florida (City) RFP? **(Submitted: Sep 28, 2022 12:34:58 AM EDT)**

Answer

- Refer to Section 3.1.1, Introduction: "The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified firms whose processing facilities are located in the State of Florida..."

Also refer to Section 3.1.4, Service Provisions, Functional and Technical Requirements: "Scanning Facilities (Service Center) - Proposer's scanning and indexing facilities must be located within the State of Florida. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 2

Can we pick up all the documents and Microfiche in as single trip? **(Submitted: Sep 28, 2022 12:35:15 AM EDT)**

Answer

- No, pickup is usually done every 2 weeks. The paper documents are held in a warehouse in West Palm Beach, while the microfiche are in our main Development Services Department office in Fort Lauderdale. The vendor that is awarded the contract will be provided with the procedure for pickup. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 3

Are you looking for a local vendor? **(Submitted: Sep 28, 2022 12:35:23 AM EDT)**

Answer

- Please refer to Question/Answer 1 **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 4

Is this a new requirement? If not, can you please provide the name of the vendor, the current contract value and eligibility criteria to re-compete? **(Submitted: Sep 28, 2022 12:35:26 AM EDT)**

Answer

- There is an existing contract with Advanced Data Solutions, Inc.; however, the scope and requirements have been revised for this new solicitation. All interested vendors must submit their proposals based on the requirements outlined in this new solicitation. **(Answered: Oct 4, 2022 10:09:11 AM EDT)**

PICKUP

Question 5

What is the level of preparation required? (Removal of fasteners, staples, post-it's, etc) **(Submitted: Sep 28, 2022 12:35:34 AM EDT)**

Answer

- The paper documents may have staples; the flats are not attached. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 6

Do we need to provide the digitized documents in specific folder structure? **(Submitted: Sep 28, 2022 12:35:47 AM EDT)**

Answer

- It would be preferrable if the documents are in the Laserfiche Briefcase format. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 7

Do we need to apply any naming convention to files **(Submitted: Sep 28, 2022 12:35:50 AM EDT)**

Answer

- The paper documents scanned should be indexed using address and permit number. The microfiche will have to be indexed by both the mailing and legal address, lot, and block number. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 8

Are all of the microfiche jackets in good condition? **(Submitted: Sep 28, 2022 12:35:58 AM EDT)**

Answer

- The microfiche jackets are in fair to good condition. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 9

Do we need to scan B&W or Color? If color, then what % of documents are color? **(Submitted: Sep 28, 2022 12:36:07 AM EDT)**

Answer

- All scans are in black and white. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 10

Will each microfiche jacket become a multipage PDF? Please confirm **(Submitted: Sep 28, 2022 12:36:13 AM EDT)**

Answer

- Yes, each jacket can have multipage PDF. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 11

2.17 Minimum Qualifications - Shouldn't the vendor have a minimum of 3-5 years experience in Laserfiche and be able to prove it? **(Submitted: Sep 28, 2022 1:00:50 PM EDT)**

Answer

- Refer to Section 2.17, Minimum Qualifications: "Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully

perform the work..."(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 12

3.1.2 Scope of work. Should you add the that the City wants Laserfiche Briefcase that hold the Images and metadata? Not just the abilty to create TIFF's and PDF's(Submitted: Sep 28, 2022 1:05:33 PM EDT)

Answer

- Laserfiche briefcase format should be used(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 13

We are a company with a national, state, and with a local presence here in Broward County. Our company is also the largest scanning and imaging processing provider in the USA. We work with federal, state, and local governments throughout the country, including the City of Fort Lauderdale Print Shop. We have decades of experience in document imaging services. Our scanning and processing facilities are SOC2 certified by Pricewaterhouse Coopers and all our business processes are documented and verifiable.

Our scanning facility is in Duluth, GA and is just outside the state of Florida. Our logistics team can transport and secure your documents according to your requirements in a timely manner without issue. Furthermore, our processing facility runs 24 hours a day which gives us a competitive advantage over most local vendors. We are already a valued business partner with the City of Fort Lauderdale and were curious if you would consider our proposal even though the scanning facility is not located in Florida? Thank you(Submitted: Sep 28, 2022 2:04:28 PM EDT)

Answer

- Please refer to Question/Answer 1(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 14

1. Do you require that the same vendor provide services both for Group 1 (Scanning, Indexing, Imaging and Media Conversion Services) and Group 2 (Microfiche Conversion Services)? We are very interested in bidding if we can do so only for Group 1.(Submitted: Sep 28, 2022 2:57:02 PM EDT)

Answer

- No. It is the intent of the City to award one Proposer for each particular Group; therefore, each Proposer must submit pricing on all the services described within a Group(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 15

There is mention of a Permit number in the Indexing requirements. Is there a source system at City of FLauderdale in use which could export the permit number as well as the legal description, block, lot and street address?
Also - How many characters is a Permit Number?(Submitted: Sep 28, 2022 4:05:48 PM EDT)

Answer

- The permit numbers are on the paper documents to be scanned, the block, lot and street addresses are on the flats. Once the vendor has confirmed completion of a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using said permit number, block, lot, and street address. Permit numbers are alpha numeric, and the number of characters varies depending on the type of permit. This can be anywhere between 5 - 25 characters(Answered: Oct 4, 2022 10:00:27 AM EDT)

Question 16

Can you provide an average document size in pages(or inches if it's a file)? or does 1 document = 1 image? And do you have a database with permit information readily available for the documents? **(Submitted: Sep 28, 2022 4:08:45 PM EDT)**

Answer

- The number of pages and size varies; the size can be between 8.5 x 11 and 2ft x 3ft.
Once the vendor has confirmed completion of a scanning a batch, we verify internally using our database that the document is scanned and indexed in Laserfiche using the permit number, block, lot, and street address. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 17

If we have a paper records scanning facility located in Broward County(completing Group 1 of the Scope), but our Microfiche Scanning facility is in another state, can we still bid on Group 2?
Can we confirm an estimate of 500,000 fiche jackets? OR does 500,000 represent total estimated fiche images?
Are the indexing requirements featured across the top of each fiche or is the vendor to read the first image to obtain the indexing data?
Is there anything featured across the top header of the physical fiche? **(Submitted: Sep 28, 2022 4:10:54 PM EDT)**

Answer

- 1. Please refer to Question/Answer 1.
2. The City has an estimate of 300,000 fiche jackets and each fiche holds an estimate of 8 images.
3. Yes, the indexing requirements are featured across the top.
4. Yes, the Legal and mailing address, block, and lot numbers. **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 18

Is the material boxed up and ready to be taken offsite?
Will there be support in moving the boxes to our trucks?
Are other supplies(boxes, labor) needed for the transfer to the supplier? **(Submitted: Sep 28, 2022 4:12:38 PM EDT)**

Answer

- 1. Yes, all will be boxed and ready for pickup.
2. No, the vendor will be required to move the boxes to the truck.
3. Per Section 3.1.2, Scope of Work - "Proposer shall provide all labor, materials, tools, and equipment required for the Services for all City departments requesting Services under Contract" **(Answered: Oct 4, 2022 10:00:27 AM EDT)**

Question 19

p.8 section 2.13 - Non-Exclusive Contract

Please explain section 2.13 - Non-Exclusive Contract clause. The RFP details volume for three types of document and media scanning services. If awarded, will the document and media scanning services described herein be awarded to a single Vendor? Or would the awarded vendor merely be an approved vendor? Is this a "license to hunt" RFP? **(Submitted: Oct 10, 2022 5:11:17 PM EDT)**

Answer

- Section 2.13 is the City's standard procurement language. The City of Fort Lauderdale can award an additional contract to additional vendor(s) for similar services if deemed necessary. It is the intent of the City to award one Proposer for each particular Group; therefore, each Proposer must submit pricing on all the services described within a Group. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 20

As per your language in Section 3.1.4 ("Proposer will have to obtain prior approval of the respective City department/division and the Information Technology Services (ITS) Department."), can we seek prior approval at this time to leverage our secure cloud infrastructure outside the State of Florida to support our scanning and indexing services performed within the State of Florida? **(Submitted: Oct 10, 2022 5:12:36 PM EDT)**

Answer

- Prior approval cannot be obtained at this time. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 21

On average, how many sheets of paper are included in a single document? **(Submitted: Oct 10, 2022 5:12:55 PM EDT)**

Answer

- The number of pages varies based on the type of project. On average between two to hundreds. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 22

How many pages are in your average folder? **(Submitted: Oct 10, 2022 5:13:33 PM EDT)**

Answer

- This varies depending on the project size. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 23

Is a submission extension possible? **(Submitted: Oct 10, 2022 5:13:51 PM EDT)**

Answer

- At this time, there are no intensions to extend the due date. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 24

1. For the cost proposal page, please advise if there is a excel file. If there is not, please let us know if we need to respond via PDF or word documents **(Submitted: Oct 11, 2022 9:45:15 AM EDT)**

Answer

- There is not an Excel file for this page. The completed Cost Proposal Page should be uploaded with your other proposal documents. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 25

2. Please advise if we can modify the cost proposal table by adding columns or row? **(Submitted: Oct 11, 2022 9:45:52 AM EDT)**

Answer

- The Cost Proposal Page should not be modified. **(Answered: Oct 11, 2022 2:19:48 PM EDT)**

Question 26

Section 3.1.9 states the following:

Scanning will be performed in the same order as the paper is received and prepped.

Rack Document Questions / Inapplicable to Box Scanning.

Your rack log sheets serve as the checklist for the permits within each rack. This requires at least 10 feet of working space per bundle. Permit documents are dispersed within each rack and must be compiled to create one document and print set per permit on your list. There are often 10 to 20 piles of individual permits that must be sorted and grouped within each rack to agree to the log. This is extremely time consuming. Thus, scanning in the order received is not applicable.

Is your process changing such that permits will all be group and can be scanned in order without the need of the time-consuming sorting process?

Along the same lines, your signature envelopes often contain up to 20 different permit documents. These envelopes must be opened and documents must sorted, by permit, on every bundle as they are comingled. This is time consuming as well and requires attention to detail. The envelopes themselves must also be cut for scanning and designated for only one specific permit, despite over a dozen listed on the outside.

Please confirm if this has changed? **(Submitted: Oct 12, 2022 4:08:10 PM EDT)**

Question 27

During our inspection of the boxed building records (daily's), we noted an average of 60 to 64 envelope, permit packages per 1.2 cubic foot standard file box. The envelopes contain listings of contents, permit #'s included, addresses, signatures, approvals and many notes. It is clear that the envelopes are part of the official records and should be scanned. Please confirm they should be scanned? **(Submitted: Oct 13, 2022 1:44:45 PM EDT)**

Answer

- Yes, confirmed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 28

During our inspection of the boxed building records (daily's), we noted an average of 60 to 65 envelopes, permit packages per 1.2 cubic foot standard file box. The envelopes contain Master Permits as well as sub-contractor permits, disciplines and revisions. Both the small format and large format records are commingled for all permits therein. To properly organize this, the records need to be sorted such that all permits are grouped in order and with their respective documentation. Otherwise, it will be quite difficult for an end user to determine which documents relate to each other. Please confirm if these records are to be sorted and organized prior to scanning? **(Submitted: Oct 13, 2022 2:01:57 PM EDT)**

Answer

- Yes. The City has put them together already so they can be scanned with the proper permit. If each form is indexed properly, our systems will pull them together when needed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 29

During our inspection of the boxed building records (daily's), we noted an average of 60 to 65 envelope, permit packages per 1.2 cubic foot standard file box. The envelopes contain listings of contents, permit #'s included, addresses, signatures, approvals and many notes. It is clear that the envelopes are part of the official records and should be scanned. Please confirm they should be scanned? (Submitted: Oct 13, 2022 1:44:45 PM EDT) **(Submitted: Oct 13, 2022 2:03:28 PM EDT)**

Answer

- Yes, confirmed. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 30

ITEM 1.2 Specifies E size drawings. Are drawings 36" X 42" or 36" x 48"? Are there other sizes to be scanned, i.e., 24" x 36"? **(Submitted: Oct 13, 2022 3:07:25 PM EDT)**

Answer

- The City has both 36 x 42 and 36 x 48. The majority are 36 x 42. The City also has Ledger 11 x 17 / Legal 8 1/2 x 14. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 31

ITEM 1.3. Specifies Destruction of Documents. Does the Destruction of Documents also include the drawings? **(Submitted: Oct 13, 2022 3:08:45 PM EDT)**

Answer

- Yes. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 32

ITEM 1.4. Specifies a quantity of 7 million. Does the 7 million represent the number of documents or the number of pages to be indexed? **(Submitted: Oct 13, 2022 3:10:47 PM EDT)**

Answer

- Documents. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question 33

ITEM 2.2 specifies Destruction of Documents after the scanning and review is complete. Does the quantity of 500,000 represent the number of microfiche (Film) to be destroyed and is the unit per microfiche? **(Submitted: Oct 13, 2022 3:12:48 PM EDT)**

Answer

- 500,000 sleeves of microfiche. **(Answered: Oct 17, 2022 2:04:25 PM EDT)**

Question Deadline: Oct 13, 2022 5:00:00 PM EDT

EXECUTIVE SUMMARY

4.2.2 Understanding and Approach to Scope of Work

Advanced Imaging Solutions, Inc. (AIS) acknowledges and agrees with the requirements stated under Rule 1B-26.003 of the Florida Administrative Code. Based on the requirements and scope of work laid out by the city, AIS will be scanning and indexing documents and microfiche meeting the City's needs. The scope of services to be performed by Advanced Imaging Solutions, Inc. include the following tasks:

- Pickup documents to be scanned from city location.
- Provide protected chain of custody during transport.
- Store documents in climate controlled, safe, and secure location.
- Inventory/audit all documents received in-house.
- Document preparation as needed (remove staples/sticky notes/paperclips, repair torn corners, etc.)
- Employ quality control measures including image clean-up to ensure superior image quality
- Scan documents at a minimum of 300 DPI in the format required by the city.
- Establish and confirm preferred document naming protocol and indexing needed.
- Deliver scanned images for uploading to Laserfiche.
- Any document in the possession of AIS will be provided to the City upon request within 24 hours or sooner.
- Destruction of documents once the city has checked the documents for clarity and accuracy and given the Proposer acknowledgment of same.

AIS understands the City's needs, goals, and objectives as we provide these same services to other cities in Broward, Dade, and Palm Beach counties. We utilize our experience and equipment to accomplish the project goals and do so in an organized and timely manner. We understand the importance of security, accuracy, and accessibility. We always remain up to date on our equipment and software. We have been trained in the Laserfiche records management program.

4.2.3 Experience, Qualifications and Past Performance

Company Background

Advanced Imaging Solutions, Inc. (AIS) has been providing scanning services to its clients since 1984. AIS is headquartered in Plantation, Florida. With close to 40 years' experience, we are striving to be the leading electronic records management provided in Florida. Over the past 40 years, AIS has had the opportunity to gain an in depth look into how governmental organizations utilize their documents on a day-to-day basis. This understanding has provided AIS the edge

needed to provide our clients with a tailored solution that will meet each individual organizations needs. Our goal is to develop solutions that will enable our customers to increase efficiency and productivity.

Company Officers/Supervisory Staff

Christopher Ferrer – Owner/President
Anthony Ferrer – Vice President
Angela Riggs – Office Manager
Alison Bates – Project Supervisor

AIS and its staff have been providing services similar to this project for several decades. These projects include the City of Plantation, Town of Ocean Ridge, Dade County Building Department, and Relli Technologies, to name a few. AIS scans and indexes permits for the above referenced cities which is very similar to this project. We can use the experience and knowledge gained over the years and apply it to this project.

AIS'S Authorization Contact

Christopher Ferrer – Director/President
1776 N. Pine Island Road, Suite 222
Plantation, Florida 33322
T: (954) 954-806-7842
F: (954) 252-2557
E: cjferrer@att.net

4.2.4 Methods & Resources for Performing Services

From the beginning of the project, you will be in communication with the Director to determine any details or requirements not specified in the request. The Director can also provide specific recommendations based on the best practices learned from previous scanning projects. The Director will be in contact with your project lead throughout the life of the project to determine specific scanning requirements including naming convention, indexing and output to media if not already determined.

Pick-up and Delivery

AIS will pick up the documents and microfiche on a schedule determined by the city. Materials will be picked up using a secured air-conditioned vehicle. Once the documents arrive at our location, they will be brought up to the office and stored in our locked air-conditioned storage room. AIS will inventory the material and check it against the inventory list provided by the city.

The city will be notified immediately of any discrepancies. If requested, the material can be returned in the same manner.

Typically, documents are transported in standard size banker's boxes. Each box or roll will be counted and inventoried at the time of pick up. The driver will have a pickup order clearly identifying date of pick up, type of records, and number of boxes/rolls (i.e., 30 boxes numbered 1 - 30). City staff will sign and verify the number of boxes/rolls being picked up and a copy will be left.

Equipment and Software

Document Scanning – Small Documents

All small documents (up to 11x17) are scanned primarily on our Avision AV320E2+ high volume production scanners, with a rated output of 80 pages per minute (160 images per minute). These scanners have a rated daily output of 10,000 cycles per scanner. On small-format scanners, glass and mirrors are cleaned before each box is scanned. Deep cleaning and collaboration of machines are conducted weekly to ensure consistent image quality. Each scanner operator is trained to review the documents being scanned for image quality. If at any time during the scan session they feel a document doesn't meet the image quality requirements we have established, they will rescan the document as necessary. We typically use the Avision scanning software for these machines due to compatibility; however, these scanners are compatible with a wide range of software. They also support a wide range of file formats: BMP, PNG, GIF, JPEG, Single-Page PDF, Multi-Page PDF, Multi-TIFF, TIFF, RTF, TXT, OCR, XPS, DOC, XLS, PPT, DOCS, XLSX, PPTX, HTML

Document Scanning – Large Documents

Large format scanning is performed on our Contex IQ Quattro scanners. These scanners have a speed of up to 17.8 inches per second which is the fastest rated large format scanners on the market. We ensure and maintain the original integrity of the document. On the large-format scanner, the optical path is cleaned at the beginning of each shift and depending on the work volume and age originals being scanned, may be cleaned an additional time half-way through the shift or more often as needed. If at any time during the scan session the scanner operator feels a document doesn't meet the image quality requirement, we have established they will rescan the document as necessary. We typically use the Nextimage 5 software for these machines; however, these machines are also compatible with a range of other software. File formats supported: TIF, JPG, PDF, PDF/A, DWF, CALS, BMP, JPEG-2000(JP2), JPEG2000 Extended (JPX), TIF-G3, TIF-G4 and others.

Microfiche Scanning

All microfiche scanning is performed on our e-ImageData ScanPro scanners. We have a number of models which cover a wide range of sizes, formats, and spacing. These scanners have a capability of 100 images per minute for roll film and 70 images per minute for jackets. We use the PowerScan software which is built specifically for these machines. This software has a number of

functions which ensure the quality of the images (ex: straighten, crop, rotate, etc.). The file formats supported are PDF, TIFF, JPEG and more, single, and multi-page, with and without OC.

Indexing Procedures

Indexing images will be performed based on the department requirements. This indexing could include permit number, address, legal description, lot, block etc. Once the files are indexed and the accuracy is confirmed by a supervisor at AIS, the files will then be imported to Laserfiche.

Turnaround Times

Using a volume of around 20K documents, the turnaround time would be between 1 and 2 weeks. This includes pickup, preparation of documents, scanning, indexing, quality control, and delivery of images to the city.

4.2.5 Security of Service Facility

The facility is located in Plantation: 1776 N Pine Island Road, Suite 222, Plantation Florida, 33322. The office is approximately 2200 square feet. The entire suite is under air condition. The office is located on the second floor of a 3-story building. The building doors are locked prior to 8am and after 6pm. The building has cameras at all entrances and exits. The office also has a security system that is monitored 24 hours a day. The office and building are equipped with fire sprinklers which are inspected on a regular basis. The individual offices and storage room are equipped with locks. There are several doors that have to be passed through to get into the main offices where the work will be taking place. All employees have background checks performed on them on a yearly basis. The network is secured and monitored daily. The hard drives are backed up every night. The network is monitored by Webroot security software. Our IT team monitors our system and makes sure we are always up to date on our security software.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ADVANCED IMAGING SOLUTIONS

Receipt #: 329-329818
Business Type: ALL OTHERS (DOCUMENT SCANNING SERVICES)

Owner Name: CHRISTOPHER FERRER
Business Location: 1776 N PINE ISLAND RD STE 222 DAVIE
Business Phone: 9548067842

Business Opened: 10/03/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ADVANCED IMAGING SOLUTIONS
1776 N PINE ISLAND RD STE
222
PLANTATION, FL 33322-5223

Receipt #WWW-22-00001170
Paid 10/06/2022 33.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: ADVANCED IMAGING SOLUTIONS

Receipt #: 329-329818
Business Type: ALL OTHERS (DOCUMENT SCANNING SERVICES)

Owner Name: CHRISTOPHER FERRER
Business Location: 1776 N PINE ISLAND RD STE 222 DAVIE
Business Phone: 9548067842

Business Opened: 10/03/2022
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt #WWW-22-00001170
Paid 10/06/2022 33.00

Advanced Imaging Solutions, Inc
1776 N Pine Island Rd #222
Plantation FL 33322

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.

Plantation
the grass is greener

City of Plantation
LOCAL BUSINESS TAX CERTIFICATE

Certificate #: 186453

Account #: OC21-0287

Valid from 10/01/2022 to 09/30/2023

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

Classification: (26)zz Unclassified Service

Business Name & Address:
Advanced Imaging Solutions, Inc
1776 N Pine Island Rd #222
Plantation FL 33322

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

REN22-03888 • Paid: 08/05/2022 • $165.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

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

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

PRODUCER	CONTACT NAME:	
IRVING NEWMAN INS AGENCY/PHS 21225290 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
ADVANCE IMAGING 1776 N PINE ISLAND RD STE 222 PLANTATION FL 33322	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	21 SBM AN9LKP	11/08/2021	11/08/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			21 SBM AN9LKP	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21 WEC RW0385	11/26/2021	11/26/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$100,000 $100,000 $500,000
A	Data Breach - Defense & Liab Covg			21 SBM AN9LKP	11/08/2021	11/08/2022	Limit	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Reference: RFP# 12696-535. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL0000, attached to this policy.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale Procurement Services Division 100 N ANDREWS AVE FORT LAUDERDALE FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Detail by Entity Name

Florida Profit Corporation
ADVANCED IMAGING SOLUTIONS, INC.

Filing Information

Document Number	P93000073779
FEI/EIN Number	65-0489173
Date Filed	10/25/1993
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/05/2014

Principal Address

1776 N Pine Island Road Suite 222
plantation, FL 33322

Changed: 01/20/2022

Mailing Address

1776 N Pine Island Road Suite 222
plantation, FL 33322

Changed: 01/20/2022

Registered Agent Name & Address

FERRER, CHRISTOPHER
1776 N Pine Island Road Suite 222
plantation, FL 33322

Address Changed: 01/20/2022

Officer/Director Detail

Name & Address

Title D

FERRER, CHRISTOPHER
499 NW 70th Avenue Suite 105
Plantation, FL 33317

Annual Reports

Report Year	Filed Date
2020	01/11/2020
2021	01/15/2021
2022	01/20/2022

Document Images

01/20/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/11/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
11/05/2014 -- REINSTATEMENT	View image in PDF format
05/30/2013 -- ANNUAL REPORT	View image in PDF format
08/29/2012 -- ANNUAL REPORT	View image in PDF format
09/16/2011 -- REINSTATEMENT	View image in PDF format
03/14/2009 -- REINSTATEMENT	View image in PDF format
09/02/2007 -- ANNUAL REPORT	View image in PDF format
04/28/2006 -- ANNUAL REPORT	View image in PDF format
04/30/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
05/02/2003 -- ANNUAL REPORT	View image in PDF format
05/20/2002 -- ANNUAL REPORT	View image in PDF format
07/17/2001 -- ANNUAL REPORT	View image in PDF format
05/23/2000 -- ANNUAL REPORT	View image in PDF format
05/07/1999 -- ANNUAL REPORT	View image in PDF format
05/12/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
08/07/1996 -- ANNUAL REPORT	View image in PDF format
06/23/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions 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, Bidders 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, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2021), 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 (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

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) The solicitation document used for soliciting competitive sealed bids for goods or services.
INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.
REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.
REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.
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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.
RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.
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 – Any firm having a contract with the city. Also referred to as a "Vendor".
CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.
CONSULTANT – A firm providing professional services for the city.

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. 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 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 Bidders 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 Chief Procurement Officer 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.

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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 which 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, is 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 Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link: https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award

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

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: 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 **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 Contractor 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 Contractor from 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.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 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.

5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), 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 Agreement if the Contractor does not transfer the

records to the City.

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

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 Cityof LauderdaleFL officeror intowriting 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.

Text Box: 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.

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

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.

Authorized Signature **Title**

Name (Printed) **Date**

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept 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.

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☑ MasterCard

☑ Visa

ADVANCED IMAGING SOLUTIONS INC
Company Name

CHRISTOPHER FERRER
Name (Printed)

CHRISTOPHER FERRER
Signature

10/18/2022
Date

PRESIDENT
Title

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature Print Name and Title

Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year
business tax receipt, **or** State of Florida active registration **and/or**

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

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

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

(1)	(Business Name)	is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(2)	(Business Name)	is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(3)	(Business Name)	is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
(4)	(Business Name)	is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
(5)	(Business Name)	requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: **ADVANCED IMAGING SOLUTIONS INC**

AUTHORIZED PERSON:	COMPANY	**CHRISTOPHER FERRER**	**CHRISTOPHER FERRER**	**10/18/2022**
		PRINT NAME	SIGNATURE	DATE

Forms Non-Iso – revised 7/2/2021

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

Section 2-186, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-17-26), provides for a local business preference.

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

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

a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year
business tax receipt, **and**

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

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

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR&showChanges=true

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 for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

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, staffed with full-time employees within the limits of the City, **or** shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

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, staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)	(Business Name)	is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(2)	(Business Name)	is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within ten (10) calendar days of a formal request by the City.
(3)	(Business Name)	is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186. A copy of the Broward County Business Tax Receipt shall be provided within ten (10) calendar days of a formal request by the City.
(4)	(Business Name)	is a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec. 2-186, and does not qualify for Local Preference consideration.
(5)	(Business Name)	requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
(6)	(Business Name)	requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY: **ADVANCED IMAGING SOLUTIONS INC**

AUTHORIZED PERSON:	COMPANY	**CHRISTOPHER FERRER**	**CHRISTOPHER FERRER**	**10/18/2022**
		PRINT NAME	SIGNATURE	DATE

Forms Non-ISO – Revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: **RFP # 12696-535**

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) **ADVANCED IMAGING SOLUTIONS INC**EIN (Optional): **65-0489173**

Address: **1776 N PINE ISLAND RD, SUITE 222**

City: **PLANTATION**State: **FL**Zip: **33322**

Telephone No.: **786-985-2047**FAX No.: **254-252-2557**Email: **CJFERRER@ATT.NET**

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions): 1**

Total Bid Discount **(section 1.05 of General Conditions): N/A**

Check box if your firm qualifies for MBE / SBE / WBE **(section 1.09 of General Conditions):** ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

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. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, 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:

CHRISTOPHER FERRER
Name (printed)

10/18/2022
Date

CHRISTOPHER FERRER
Signature

PRESIDENT
Title

Revised 4/28/2020

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name: CITY OF PLANTATION**
   Address: **400 NW 73 AVENUE**
   PLANTATION, FLORIDA 33317
   Contact: **SHAMEKA BUTTS**
   Phone #: **954-797-2265** Email: **SBUTTS@PLANTATION.ORG**
   Contract Value: **$25,000.00/YEAR** Year: **1996-PRESENT**
   Description: **PICKUP DOCUMENTS, SCAN AND INDEX, CREATE DATABASE, DELIVER DOCUMENTS BACK.**
   DOCUMENTS ARE CITY BUILDING PERMITS

2. **Company Name: TOWN OF OCEAN RIDGE**
   Address: **6450 N OCEAN BLVD**
   OCEAN RIDGE, FLORIDA 33435
   Contact: **LISA BURNS**
   Phone #: **561-732-2635** Email: **LBURNS@OCEANRIDGEFLORIDA.COM**
   Contract Value: **$15,000.00/YEAR** Year: **1995-PRESENT**
   Description: **PICKUP DOCUMENTS, SCAN AND INDEX, DELIVER DOCUMENTS BACK.**
   DOCUMENTS ARE CITY BUILDING PERMITS

3. **Company Name: MIAMI DADE COUNTY BUILDING DEPARTMENT**
   Address: **11805 SW 26 ST, RM#149**
   MIAMI, FLORIDA 33175
   Contact: **ALINA GARCIA**
   Phone #: **786-315-2344** Email: **ALINAGA@MIAMIDADE.GOV**
   Contract Value: **$500,000.00** Year: **2006-2016**
   Description: **PICKUO DOCUMENTS TO MICROFILM AND SCAN, PICKUO ROLLS OF FILM TO CONVERT TO DIGITAL IMAGES, INDEX IMAGES.**

4. **Company Name: RELLI TECHNOLOGIES INC**
   Address: **6100 PARK OF COMMERCE BLVD**
   BOCA RATON, FLORIDA 33487
   Contact: **JASMINE SANDLER**
   Phone #: **561-886-0200** Email: **JSANDLER@RELLI.COM**
   Contract Value: **$200,000.00** Year: **2008-PRESENT**
   Description: **PICKUP APERTURE CARDS, SCAN AND INDEX THE CARDS, DELIVER CARDS BACK TO CLIENT WITH DIGITAL IMAGES.**

5. **Company Name: N/A**
   Address: **N/A**
   Contact: **N/A**
   Phone #: **N/A** Email: **N/A**
   Contract Value: **N/A** Year: **N/A**
   Description: **N/A**

CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

1L

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

TODAY'S DATE: 5/1/23

DOCUMENT TITLE: Service Agreement for Document and Media Scanning Services (Group 2- Microfiche Conversion Services) - Advanced Imaging Solutions, Inc.

COMM. MTG. DATE: 4/18/23 **CAM #:** 23-0292 **ITEM #:** CP-4 **CAM attached:** ☒ YES ☐ NO

Routing Origin: L ____ **Router Name/Ext:** Matthew **Action Summary attached:** ☐ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/2/23 Attorney's Name: Rhonda Montoya Hasan Initials: RMH

3) City Clerk's Office: # of originals: 1 **Routed to:** _____ Ext: _____ **Date:** 05/04/23

4) City Manager's Office: CMO LOG #: MAY 20 Document received from: CCO 5/4/23

Assigned to: GREG CHAVARRIA ☑ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: **A. FAJARDO**_____ (Initial) **S. GRANT**_____(Initial)

☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☑ CCO **Date:** 5/8/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 1 originals to: Matt Eaton ***(Name/Dept/Ext)***

Attach _____ certified Reso # _____ ☐ YES ☐ NO **Original Route form to CAO**

TM# 23-0264