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Solicitation 12143-885

Records Storage, Retrieval & Disposal Services

Bid Designation: Public



City of Fort Lauderdale

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Bid 12143-885

Records Storage, Retrieval & Disposal Services

Bid Number 12143-885
 Bid Title Records Storage, Retrieval & Disposal Services

Bid Start Date May 11, 2018 1:00:42 PM EDT
 Bid End Date Jun 12, 2018 2:00:00 PM EDT
 Question & Answer End Date May 25, 2018 5:00:00 PM EDT

Bid Contact Laurie D Platkin
 Procurement Specialist II
 Finance - Procurement Division
 954-828-5138
 lplatkin@fortlauderdale.gov

Pre-Bid Conference May 17, 2018 10:00:00 AM EDT
 Attendance is optional
 Location: City of Fort Lauderdale
 City Hall
 100 N. Andrews Avenue
 8th Floor, Conference Room
 Fort Lauderdale, FL 33301

Addendum # 1

Previous Title Records Storage, Retrieval & Deposal Services	New Title Records Storage, Retrieval & Disposal Services
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Changes were made to the following items:
 Records Storage, Retrieval & Disposal Services

Addendum # 2

New Documents	12143-885 - Records Storage, Retrieval Disposal Services_V5.docx 12143-885_-_Cost_Proposal_Line_Items_V2.xlsx Addendum 3.pdf Addendum 3 - Sign-in Sheet.pdf
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Removed Documents	12143-885 - Records Storage, Retrieval Disposal Services_V4.docx 12143-885_-_Cost_Proposal_Line_Items_V1.xlsx
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Changes were made to the following items:
 Records Storage, Retrieval & Disposal Services

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide hereinafter referred to as the Contractor, from the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL, to provide records storage, retrieval and disposal services of its City's Records as well as their destruction based on State of Florida retention schedules for the City's City Clerk's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The Contractor's storage facility is required to be located within the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL.

For additional information go to www.bidsync.com.

Added on May 15, 2018:**Addendum 1**

Corrected Spelling in Title. Deposal to Disposal

All other terms, conditions, and specifications remain unchanged.

Added on May 15, 2018:**Addendum 2**

Updated and posted revised line item pricing sheet(s).
Per question 2 - posted pricing sheets to current contract.
Updated with Bid Proposal Certification Page

All other terms, conditions, and specifications remain unchanged.

Added on May 17, 2018:**Addendum 3**

1. Pre-bid meeting Sign-in Sheet
2. Update to section 3.1.14 - Rack
3. Update to section 3.3 - Rack/File retrieval Service
4. Updated Line Item Pricing Sheet - Rack/File retrieval Service

All other terms, conditions, and specifications remain unchanged.

Added on May 29, 2018:**Addendum 4**

1. In response to Question 15, Updated Cost Proposal Line Item Pricing Sheet.

All other terms, conditions, and specifications remain unchanged.

Addendum # 1**Addendum # 2**

City of Fort Lauderdale
TITLE: Records Storage, Retrieval & Deposal Services
RFP # 12143-885

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 hereinafter referred to as the Contractor, from the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL, to provide records storage, retrieval and disposal services of its City's Records as well as their destruction based on State of Florida retention schedules for the City's City Clerk's Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The Contractor's storage facility is required to be located within the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL.

1.2 Submission Deadline

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

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities 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.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Laurie Platkin, at (954) 828-5138 or email at lplatkin@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). Contractors please note: Proposals shall be submitted as stated in Section IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Proposer's Costs

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

2.5 Pricing/Delivery

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

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

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

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

2.7 Related Expenses/Travel Expenses

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

2.8 Payment Method

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

2.9 Mistakes

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

2.10 Acceptance of Proposals / Minor Irregularities

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

2.10.2 The City reserves the right to disqualify 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.

2.11 Modification of Services

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

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

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or

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

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

2.12 No Exclusive Contract

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

2.13 Sample Contract Agreement

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

<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

2.14 Responsiveness

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

2.15 Responsibility

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

2.16 Minimum Qualifications

Proposers shall be in the business of records storage, retrieval and disposal 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.

- 2.16.1** Proposer or principals shall have relevant experience in records storage, retrieval and disposal services. Project manager assigned to the work must have experience in records storage, retrieval and disposal services and have served as project manager on similar projects.

- 2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may

consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

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

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

2.17 Lobbying Activities

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

2.18 Local Business Preference

2.18.1 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:

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

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

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

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

2.18.5 Definitions

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

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

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link:

<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

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

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

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

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

- 2.24.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at 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.

- 2.24.2** 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.

- 2.24.3** 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 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. 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.

2.24.4 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
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.24.5** 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.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** 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.
- 2.24.8** 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.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined

to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 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.

2.27 Damage to Public or Private Property

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

2.28 Safety

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

2.29 Uncontrollable Circumstances ("Force Majeure")

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

2.29.1 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;

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

2.29.3 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

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

2.30 Canadian Companies

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

2.31 News Releases/Publicity

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

2.32 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or upon end of current contract 133-11150, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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

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

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

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

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right

to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

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

2.36 Contract Coordinator

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

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

2.37 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 contract.
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.

2.38 Substitution of Personnel

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

2.39 Ownership of Work – N/A

2.40 Condition of Trade-In Equipment – N/A

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

2.42 Verification of Employment Status – N/A

2.43 Service Organization Controls – N/A

2.44 Warranties of Usage

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Definitions

- 3.1.1 Contractor – Vendor(s) or firms who submit a Request for Proposal (RFP) including the Contractor who is currently servicing the contract.
- 3.1.2 Data Entry – The Contractor picks up a new box from the City, the Contractor inputs identifying information about the new box into the Contractor's Computer system.
- 3.1.3 New Box Pickup – Contractor picks up a box from the City, which is a new box and hasn't been placed into records storage before
- 3.1.4 Destruction – The City requests that the Contractor permanently take a City Records box that has met its State Retention requirements, out of storage and then the Contractor cross shreds or shreds the box.
- 3.1.5 Reshelving - means Contractor puts a box back on the Contractor's shelf after picking the box up from the City, to whom the box was originally delivered to by the Contractor.
- 3.1.6 Retrieval – means taking a box from Contractor's storage facility and delivering the box to the City.
- 3.1.7 Returns – means a box that has been retrieved and delivered to the City by the Contractor and can now be picked up by the Contractor and returned to the Contractor's records storage facility.
- 3.1.8 Standard Retrieval – means next business day delivery and/or pick up by the Contractor to/from the City.
- 3.1.9 Current City boxes – boxes that have already been placed into storage by the Contractor for the City.
- 3.1.10 Standard-size box – 12 1/2" x 10 1/2" x 16" – 1.2 cubic feet
- 3.1.11 C-bin – 48" x 38" x 25" – 26.4 cubic feet
- 3.1.12 Plan Bags – 2.4 cubic feet
- 3.1.13 Plan Box – 10" x 10" x 36" – 2.08 cubic feet
- 3.1.14 Rack – a separate file within a C-bin container that is individually wrapped and labeled. Sizes vary depending on the size of the plan.

3.2 Scope of Work

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

3.2.1 Specifications for Records Storage:

- a. Under the supervision of the City's Records Management Liaison Officer, the successful

Contractor awarded this RFP will, if applicable, provide all equipment, materials, labor and transportation necessary to load and transport all existing City records from the City's current Contractor's storage facility located in West Palm Beach, Florida. They will transfer, inventory (or catalog), and reshel and/or relabel those records at the Contractor's storage facility. The initial pick-up and transfer of documentation consists of approximately 23,527 Standard size boxes of City records, approximately 425 check-size boxes, 540 plan-size and odd-size boxes, 71 C-bins, and 15 Plan Bags of records. These numbers are estimates and are for information and tabulation purposes only; no warranty or guarantee of quantities needed is given or implied.

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

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

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

e. Contractor's storage facility must have a minimum of 37,400 cubic feet of additional storage for the City's present and future records storage needs. 37,400 cubic feet is just a measure of total volume and does not include the area around the boxes required by the State of Florida building code.

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

g. Facility Access: Contractor shall ensure limited access to City records by

Contractor's personnel and protect City records from theft, unauthorized reproduction or distribution, loss or damage.

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

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

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

- 1) **Standard Retrieval/Returns** of current City boxes in storage have averaged approximately 90 separate transactions per month for the last few years; almost all of these transactions were requested on an as needed basis. (The City has averaged 621 boxes delivered monthly from and returned to storage in the year 2017). The Contractor will charge the City one standard delivery retrieval/return charges (if applicable when boxes are delivered and picked up at the same City location on the same date and time).
- 2) **New Box** pickup services will be scheduled on an as needed basis. All pickups will be coordinated through the City's Records Management Liaison Officer or designee. Based on departmental estimates, the Contractor may be requested to pick up and deposit into their storage facility 2,000 new boxes per year. Based on historical activity, the Contractor may be requested to pick up and deposit into their storage facility 10 Plan bags and 10 C-bins annually.

The figures for Records Retrieval/Returns and New box pickup are estimates and are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied.

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

l. Contractor will be responsible for retrieving records for City personnel and delivering those records to specified City Departments. The City's Records Management Liaison Officer or designee will coordinate all City requests for records from the Contractor and the delivery of such records to the requesting departments by the Contractor. Contractor

will not accept any requests for records retrieval from any other person except the City's Records Management Liaison Officer or designee. Request requirements may vary with regard to quantity of records and deadlines.

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

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

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

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

q. Contractor will assist the City's Records Management Liaison Officer in inventorying City records during the initial move and after the initial move, if needed. If there is a charge for assisting the City Records Management Liaison Officer in inventorying City records, please indicate in the Proposal Page – Cost Proposal, Items 23 & 24.

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

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

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

3.3 Pricing

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

The total cost to the City shall be based on the following cost considerations:

- 1) monthly/per box of stored records;
- 2) standard retrievals;
- 3) reshelving a box (including unshelve, return, and reshelve, if applicable);
- 4) new box pick-ups;
- 5) box handling;
- 6) data entry - (after initial move);
- 7) box destruction;
- 8) permanent removal

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

a. Initial cost of the transfer, inventorying and re-shelving of an estimated 24,578 boxes, that includes 23,527 standard-size boxes, 425 check-size boxes, 540 plan-size boxes and odd-size boxes, 71 C-bins and 15 plan bags of records to the Contractors storage facility. These costs should include all Contractors' costs including all equipment, labor, materials and transportation. Pricing section, number 1.

b. Cost for the current Contractor to remove the estimated 24,578 boxes that includes 23,527 standard-size boxes, 425 check-size boxes, 540 plan-size boxes and odd-size boxes, 71 C-bins and 15 plan bags from the storage facility. Pricing section, number 2.

c. Cost to store per/box: monthly. Pricing section, numbers 3, 4, 5 and 6.

d. Cost to store City records in fireproof/waterproof vault: monthly. Please quote, in the Pricing section, number 7.

e. Cost for "standard" (24 hour) retrieval service, all inclusive (from the time request is received by Contractor), and how many boxes are included in this price. If your service is different from the time frames above, please state what your turnaround service time is and how many boxes are included in this price. The City has under its current contract requirements the ability to have box returns picked up at the same location and at the same time as when box retrieval is delivered, if needed. Example, if a City Department has a standard delivery retrieval scheduled, the contractor will also be required to pick up any box returns or new box pickups at the same time, if requested, by the City Department. Any deviation to this requirement must be explained under variances in your proposal as it relates to the Pricing section, number 8.

f. The City estimates that an annual volume of 2,000 boxes of new City records will need to be stored per year. The City is requesting that Proposer's provide the City with the pick-up price per box from various City departments. Please quote, in the Pricing section, number 9.

g. Cost for retrieval, all inclusive, if records are picked up from and re-delivered to Contractor's storage by a City employee. This cost should be broken down to reflect Contractor charge to pull the box off the shelf and re-shelve box. Pricing section, numbers 10, 11 and 12.

h. Cost for "rush retrieval" (4-6 hour) retrieval service, all inclusive (from the time request is received by Contractor), and the maximum number of boxes included in this price. Pricing section, number 13.

i. Cost to destroy City records, all inclusive (per box), upon receipt of written approval. City reserves the right to be present at time of destruction and inspect records that are being destroyed. Pricing section, number 14.

j. Contractor to provide a price per box to permanently remove records from their inventory and storage facility at the end of this contract. Permanent removal shall include the un-shelving of the cartons. Pricing section, number 15.

k. Cost for Data Entry of City Records, both the initial move (New Contractors) and after the initial move (All Contractors). Cost for after the initial move is Data Entry for all new boxes. Pricing section, numbers 16 and 17.

l. Cost to purchase a minimum of 2,000 standard boxes. Pricing section, number 18.

m. Cost to purchase larger storage boxes, C-bin, and a Plan Box, as needed, per box. Pricing section, numbers 19 and 20.

n. Cost for Contractor to assist the City's Records Management Liaison Officer in packing/repacking boxes of records, if necessary, at some other City departmental location. Please quote a price for the above on a per box basis for: 1) the initial move, or, 2) any time during the length of the contract. Pricing section, numbers 21 & 22.

o. Cost for Contractor to assist the City's Records Management Liaison Officer in inventorying City records on a per box basis for: 1) the initial move, or, 2) any time during the length of the contract. Pricing section, numbers 23 & 24.

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

Please quote on this type of service and include in your proposal any restrictions your company may require. No City employee will be given access to City records at the Contractor's facility without prior written permission from the City's Records Management Liaison Officer, or his/her designee. The City's Records Management Liaison Officer, or his/her designee, will coordinate all requests for records including requests by City employees to visit the Contractor's facility and will notify the Contractor of such an occurrence. Pricing section, number 25.

q. Cost for training City's Records Management Liaison Officer and his/her designee, if applicable, in accessing Contractor's online accessible inventory management system. Pricing section, number 26.

r. Cost for "standard" (24 hour) rack/file retrieval service, all inclusive (from the time request is received by Contractor), and how many racks are included in this price. If your service is different from the time frames above, please state what your turnaround service time is and how many racks are included in this price. The City has under its current contract requirements the ability to have rack returns picked up at the same location and at the same time as when rack retrieval is delivered, if needed. Example, if a City Department has a standard delivery retrieval scheduled, the contractor will also be required to pick up any rack returns or new c-bin box pickups that contain racks at the same time, if requested, by the City Department. Any deviation to this requirement must be explained under variances in your proposal as it relates to the Pricing section, number 27.

s. **Additional Services:** Should the Contractor offer additional services not listed then these services should be identified and pricing given. Pricing section, numbers 27, 28, 29.

3.4 Time for Performance/Penalties for Contractor Delays

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

3.5 Sample Requirement

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

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), 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** One (1) original and one (1) copy plus four (4) electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or

parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided (100 pages total), be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

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

- Client Name, address, contact person telephone and E-mail address.
- Description of work.
- Year the project was completed or list if ongoing.
- Total cost of the project, estimated and actual.

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

4.2.6 Minority/Women (M/WBE) Participation

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

4.2.7 Subcontractors

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

4.2.8 Required Forms**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal Pages

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. 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.

g. 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.

h. Questionnaire

Including requested documents

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

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

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Weighted Criteria

Understanding of the overall needs of the City for such services, as presented in the narrative proposal and questionnaire to accomplish the work required, accurately and efficiently. This will include pro-active problem identification and effective solutions.	35%
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	35%
Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

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

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2017), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2017), 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 (2017), 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 (2017), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

2.02 SPECIAL CONDITIONS:

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

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

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED:

Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears Form G-107 Rev. 12/2017

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

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3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and

all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 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 that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

NAME**RELATIONSHIPS**

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

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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

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

(1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-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 10 calendar days of a formal request by the City.

Business Name

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

Business Name

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

Business Name

(4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

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

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

NAME	SIGNATURE	DATE
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Item #	Description	Estimated Quantity	Unit Price	Unit	Total Annual Price	Notes / Variances
1	Initial Transfer Costs – New Contractor , per specs.	24,578	\$ -	Ea.	\$ -	
2	Initial Transfer Costs – Current Contractor . Cost of providing assistance in records removal, per specs.	24,578	\$ -	Ea.	\$ -	
3	Storage Cost per Standard Box – Monthly Cost for 23,527 boxes times 12 months = 282,324 to be used for an annual cost. Boxes are the standard size of 1.2 cubic feet.	282,324	\$ -	Box	\$ -	
4	Storage Cost per Plan Bag - Monthly Cost for 15 Bags times 12 months = 180 to be used for an annual cost. Bags are 2.4 cubic feet.	180	\$ -	Bag		
5	Storage Cost per Box (Check) , per specs. Monthly Cost for 425 check boxes times 12 months = 5,100 to be used for an annual cost. (24" x 9" x 4")	5,100	\$ -	Box	\$ -	
6	Storage Cost per Plan Box (Odd Sizes) , 10" x 10" x 36" or other odd sizes, per specs. Monthly Cost for 540 plan and odd size boxes times 12 months = 6,480 Boxes to be used for an annual cost. Plan boxes are 2.08 cubic feet.	6,480	\$ -	Box	\$ -	
7	Vault Storage - Cost to store City records in fireproof/ waterproof vault. Unit cost per month times 12 mths.	12	\$ -	Mths.	\$ -	
8	Standard Retrieval – Cost of "standard" retrieval per box (24 hr.) per specs. Est. quantity includes box retrievals and returns. State any variation, if applicable, from City's "standard" definition.	1	\$ -	Box	\$ -	
9	New Pickup for Storage – Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan boxes (10" x 10" x 36") & C-BINS (48"x38"x25").	1	\$ -	Box	\$ -	
10	Handling – Cost of handling city records (retrievals/returns) per box.	1	\$ -	Box	\$ -	
11	Reshelving – Cost of reshelving City records, per box.	1	\$ -	Box	\$ -	
12	Retrieval /Pickup /Re-Delivery – Cost of retrieval service/pickup and re-delivery by City employee, per specs.	1	\$ -	Box	\$ -	
13	Rush Retrieval – 4-6 Hours , Cost for same day retrieval (4-6 hours), per specs.	1	\$ -	Box	\$ -	Maximum number of boxes included in Rush Retrieval
14	Record Destruction – Cost to destroy City records, all inclusive/per box, per specs.	1	\$ -	Box	\$ -	
15	Permanent Removal – Cost to permanently remove City records, including un-shelving the records, upon completion of contract.	1	\$ -	Box	\$ -	
16	Data Entry – New Contractor – Initial Move , Cost for data entry services, per box, per specs.	1	\$ -	Box	\$ -	
17	Data Entry – All Contractors – After Initial Move, Cost for Data Entry Services, per box, per specs.	1	\$ -	Box	\$ -	
18	Purchase Standard Storage Boxes – 2-piece bottom, corrugated, banker storage box - 1.2 cubic foot, 12-1/2" x 10-1/2" x 16"	1	\$ -	Box	\$ -	
19	Purchase Storage Boxes – C-Bin, 26.4 cubic feet, 48" x 38" x 25"	1	\$ -	Box	\$ -	
20	Purchase Storage Boxes – Plan Box, 2.08 cubic feet, 10" x 10" x 36"	1	\$ -	Box	\$ -	
21	Packing/Re-Packing – Initial Move – Cost for Contractor to provide packing/repacking services to City, per box, per specs.	1	\$ -	Box	\$ -	

CAM #18-0863

Exhibit 1

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Item #	Description	Estimated Quantity	Unit Price	Unit	Total Annual Price	Notes / Variances
22	Packing/ Re-packing – Other , Cost for Contractor to provide packing/repacking services to the City, per box, per specs.	1	\$ -	Box	\$ -	
23	Inventory – Initial Move , Cost for Contractor to provide assistance with inventorying City records, per box, per specs.	1	\$ -	Box	\$ -	
24	Inventory – After Initial Move , Cost for Contractor to provide assistance with inventorying City records, per box, per specs.	1	\$ -	Box	\$ -	
25	Employee Access – Cost for City employees access/ research at Contractors facility, per specs. If you have restrictions for this type of service, please provide details.	1	\$ -	Ea.	\$ -	
26	Training – Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.	1	\$ -	Ea.	\$ -	
27	Standard Retrieval — Cost of "standard" retrieval per rack/file from C-bin (24 hr.) per specs. Est. quantity includes rack/file retrievals and returns. State any variation, if applicable, from City's "standard" definition.	1	\$ -	Ea.	\$ -	
28	Additional Services 1	1	\$ -	Ea.	\$ -	
29	Additional Services 2	1	\$ -	Ea.	\$ -	
30	Additional Services 3	1	\$ -	Ea.	\$ -	
TOTAL					\$ -	



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
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purchase@fortlauderdale.gov

ADDENDUMS NO. 1 & 2

RFP No. 12143-885
Records Storage, Retrieval & Disposal Services

ISSUED: May 15, 2018

This addendums 1 and 2 have been issued to make the following change(s):

1. Title correction in the bid solicitation.
2. Replaced line item pricing page with updated information.
3. Submitted pricing to current contract
4. Updated with Bid Proposal Certification Page

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, costs for all services identified in this request for proposal. This firm fixed costs includes any costs for travel for pickup and delivery to the City. No other costs will be accepted. **IF THERE IS ZERO COST, PLEASE PUT \$0.00 In the Unit Price and Total Annual Price.**

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Item#	Description	Unit Price	Quantity/Unit	Total Annual Price
1	Initial Transfer Costs – New Contractor, per specs.	0	21,250 / Each	0
2	Initial Transfer Costs – Current Contractor. Cost of providing assistance in records removal, per specs.	0	21,250 / Each	0
3	<u>Monthly Storage Cost per Standard Box</u> – Monthly Cost for 20,980 boxes times 12 months = 244,560 to be used for an annual cost. Boxes are the standard 1.2 cubic feet box.	0.11	244,560 / Box	26,901.6
4	<u>Monthly Storage Cost per Plan Bag</u> . Monthly Cost for 450 Bags, times 12 months = 5,400 to be used for an annual cost. Bags are (2.4 cf.)	0.15	5,400 / Bag	810.00
5	<u>Monthly Storage Cost per Box (Check)</u> , per specs. Monthly Cost for 370 monthly check boxes times 12 months = 4,440 to be used for an annual cost.	0.08	4,440 / Box	355.2
6	<u>Monthly Storage Cost per Plan Box (Odd Sizes)</u> , 10x10x36 or other odd sizes, per specs. Monthly Cost for 50 plan and odd size boxes times 12 months = 600 Boxes to be used for an annual cost.	0.15	600 / Box	90

	Plan boxes are 2.08 cubic feet.			
7	Monthly Vault Storage - Cost to store City records in fireproof/waterproof vault. Cost per month times 12 months.	.25	12 / Months 1	.25
8	Standard Retrieval - Cost of "standard" retrieval per box (24 hr.) per specs. Est. quantity includes box retrievals and returns. State any variation, if applicable, from City's "standard" definition.	1.00	1,500 / Box	1,500
9	New Pickup for Storage - Cost to pick up new City records for storage, per specs, weekly, for various city locations. This includes plan boxes (10x10x36) & C-BINS (48x38x25).	1.00	1,630 / Box	1630.00
10	Handling - Cost of handling city records (retrievals/returns) per box.	1.00	1,500 / Box	1,500
11	Reshelving - Cost of reshelving City records, per box.	1.00	1,500 / Box	1,500
12	Retrieval/Pickup/Re-Delivery - Cost of retrieval service/pickup and re-delivery by City employee, per specs.	0	1 / Box	0
13	Rush Retrieval - 2 Hour , Cost of emergency retrieval (2 hour), per specs.	35.00(delivery) 4.00(per box)	10 / Box	390.00
14	Rush Retrieval - 4-6 Hours , Cost for same day retrieval (4-6 hours), per specs.	25.00(delivery) 3.00(per box)	10 / Box	280.00
15	Record Destruction - Cost to destroy City records, all inclusive/per box, per specs.	1.75	1 / Box	1.75
16	Permanent Removal - Cost to permanently remove City records, including un-shelving the	2.00	1 / Box	2.00

	records, upon completion of contract.			
17	Data Entry – New Contractor – Initial Move, Cost for data entry services, per box, per specs.	0	1 / Box	0
18	Data Entry – All Contractors – After Initial Move, Cost for Data Entry Services, per box, per specs.	0	1 / Box	0
19	Purchase Standard Storage Boxes - 1.2 cubic foot. 12-1/2x10-1/2x16	2.50 (High quality, Double walled, with city logo)	1,600 / Box	4,000
20	Purchase Storage Boxes – C-Bin, 26.4 cubic feet, 48x38x25	15.00	10 / Box	150.00
21	Purchase Storage Boxes – Plan Box, 2.08 cubic ft., 10x10x36.	3.10	100 / Box	310.00
22	Packing/Re-Packing – Initial Move, Cost for Contractor to provide packing/repacking services to City, per box, per specs.	0	1 / Box	0
23	Packing/ Re-packing – Other, Cost for Contractor to provide packing/repacking services to the City, per box, per specs.	2.50 – box 1.00 - labor	1 / Box	3.50
24	Inventory – Initial Move, Cost for Contractor to provide assistance with inventorying City records, per box, per specs.	0	1 / Box	0
25	Inventory – After Initial Move, Cost for Contractor to provide assistance with inventorying City records,	0	1 / Box	0

	per box, per specs.			
26	Employee Access – Cost for City employees access/research at Contractors facility, per specs. If you have restrictions for this type of service, please provide details.	0	1 / Each	0
27	Retrieve/Fax per Retrieval , Cost to retrieve/fax, per records,, per specs. Note any limitations to this service.	1.00	1 / Each	1.00
28	Retrieve/Fax per Fax , Cost to retrieve/fax, per fax, per specs. Note any limitations to this service.	1.00 – per page	1 / Each	1.00
29	Training – Cost for training City's Records Management Liaison and his/her designee, if applicable, in accessing Contractors online system.	0	1 / Each	0
30	Evaluation Sample Inventory , Cost to the City for an Evaluation Sample Inventory.	0	1 / Each	0
TOTAL				39,426.3



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ADDENDUMS NO. 3

RFP No. 12143-885
Records Storage, Retrieval & Disposal Services

ISSUED: May 17, 2018

This addendum 3 has been issued to make the following change(s):

1. Pre-bid meeting Sign-in Sheet
2. Update to section 3.1.14 - Rack
3. Update to section 3.3 – Rack/File retrieval Service
4. Updated Line Item Pricing Sheet - Rack/File retrieval Service

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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ADDENDUM NO. 4

RFP No. 12143-885
Records Storage, Retrieval & Disposal Services

ISSUED: May 29, 2018

This addendum 4 has been issued to make the following change(s):

1. In response to Question 15, Updated Line Item Pricing Sheet.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Procurement Specialist II

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12143-885 - Records Storage, Retrieval & Disposal Services

Overall Bid Questions

Question 1

Our Facility is located in Martin County about 17 miles north of Jupiter, FL. Could you make an exception on the facility location requirements so that we may submit a bid response?

Archives Management centers, Inc.

4385 SW Port Way

Palm City, FL 34990 (Submitted: May 11, 2018 2:13:11 PM EDT)

Answer

- No (Answered: May 11, 2018 3:38:29 PM EDT)

Question 2

Could you please provide the current rates that you have in place with your existing vendor? (Submitted: May 15, 2018 12:28:10 PM EDT)

Answer

- Please see Addendum 2 (Answered: May 15, 2018 4:13:10 PM EDT)

Question 3

What are the costs associated to remove the entire inventory from your existing vendor? (Submitted: May 15, 2018 12:28:34 PM EDT)

Answer

- Proposing vendor will fill in the pricing of this on line item 1 of the cost proposal page. (Answered: May 15, 2018 4:13:10 PM EDT)

Question 4

How fast can your existing vendor remove the cartons from storage? (Submitted: May 15, 2018 12:28:49 PM EDT)

Answer

- See Section 3.2.1 (s) of solicitation for minimum expectations. (Answered: May 15, 2018 4:13:10 PM EDT)

Question 5

How many cartons could we transfer on a daily basis from your existing vendor? (Submitted: May 15, 2018 12:29:06 PM EDT)

Answer

- Each proposer would make their own determination depending on their capabilities. (Answered: May 15, 2018 4:13:10 PM EDT)

Question 6

The storage must be AC? Please confirm. (Submitted: May 15, 2018 12:29:28 PM EDT)

Answer

- Yes. See Section 3.2.1 (d) of solicitation (Answered: May 15, 2018 4:13:10 PM EDT)

Question 7

Is it a condition of participating in the RFP submitting the architect letter that states the facility is a category three (3) structure? (Submitted: May 15, 2018 12:29:44 PM EDT)

Answer

- See Section 3.2.1 (c) of solicitation for minimum requirements. (Answered: May 15, 2018 4:13:10 PM EDT)

Question 8

Where is the existing inventory located? (Submitted: May 16, 2018 1:33:26 PM EDT)

Answer

- West Palm Beach, FL (Answered: May 16, 2018 1:39:33 PM EDT)

Question 9

How long after the winning bid is announced will the boxes have to be picked up at the location in West Palm Beach. (Submitted: May 17, 2018 2:44:11 PM EDT)

Answer

- Transition will be worked out once contract is signed. Transition will take place at the end of current contract.

(Answered: May 17, 2018 2:46:56 PM EDT)

Question 10

Is the City's inventory currently separated by department in the current vendor system? (Submitted: May 17, 2018 3:28:54 PM EDT)

Answer

- No, they are stored in numerical order based on the box label number. (Answered: May 18, 2018 10:00:04 AM EDT)

Question 11

Will the current vendor provide an electronic file of the inventory to be transferred to the awarded vendor? (Submitted: May 17, 2018 3:29:55 PM EDT)

Answer

- Yes, a list of the current inventory will be provided. (Answered: May 18, 2018 10:00:04 AM EDT)

Question 12

In Section 4.1.2, it says that Proposers must provide a response to each requirement of the RFP. Does this refer to answering/acknowledging the sections under the Scope of work (3.2) individually ? (Submitted: May 18, 2018 11:30:44 AM EDT)

Answer

- The Scope of Work section highlights what we expect from the storage facility. These concerns may be answered in written form or by simply stating that you meet all of our requirements. If anything differs, please make mention of that in the proposal. (Answered: May 18, 2018 12:23:37 PM EDT)

Question 13

It states that the City prefers no more than 50 pages double sided; Is it ok to submit as single side once it does not exceed the 100 pages? (Submitted: May 18, 2018 1:29:31 PM EDT)

Answer

- Yes, the City prefers but does not require no more than 50 pages double sided. (Answered: May 18, 2018 2:05:55 PM EDT)

Question 14

Under proposal content- 4.2.5 References, When the City asks for cost of the project estimated and actual does this refer to the estimated cost of initial move in for these accounts or is this estimated/actual contract value? (Submitted: May 23, 2018 4:17:00 PM EDT)

Answer

- This cost is referring to the initial move. (Answered: May 23, 2018 5:07:49 PM EDT)

Question 15

1. In the Cost Proposal Line Item document V2, is there any way to get a version with the notes/variance cells unprotected so text can be entered?

2. Also Cell F5 in the spreadsheet does not calculate the unit price * quantity is it a protected cell as well. Hence throwing off the final number on the bottom. (Submitted: May 24, 2018 3:48:30 PM EDT)

Answer

- See addendum 4 and revised Pricing Sheets (Answered: May 29, 2018 4:10:00 PM EDT)