

Solicitation 795-10273  
Scanning and Media Conversion Services



City of Fort Lauderdale

## Bid 795-10273

### Scanning and Media Conversion Services

Bid Number 795-10273  
Bid Title Scanning and Media Conversion Services

Bid Start Date Apr 9, 2009 3:29:27 PM EDT  
Bid End Date May 7, 2009 2:00:00 PM EDT  
Question & Answer End Date Apr 24, 2009 5:00:00 PM EDT

Bid Contact Richard Ewell  
Purchasing  
rewell@fortlauderdale.gov

Pre-Bid Conference Apr 23, 2009 10:00:00 AM EDT  
Attendance is optional  
Location: Building Services Department  
700 NW 19 Avenue  
Ft. Lauderdale, FL 33311

#### Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified firms to provide services for document scanning and media conversion for the City's Public Information Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

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

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

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

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

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

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

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

Payment Terms (section 1.03): \_\_\_\_\_ Total Bid Discount (section 1.04): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.08): MBE \_\_\_\_\_ WBE \_\_\_\_\_

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

<u>Addendum No.</u>	<u>Date Issued</u>
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**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances:  
\_\_\_\_\_  
\_\_\_\_\_

## PART I - INTRODUCTION/INFORMATION

### 01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide services for document scanning and media conversion for the City's Public Information Office, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. 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). 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 himself with the nature and extent of the work, and the equipment, materials, and labor required.

### 03. PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. While attendance is not mandatory, tours at other times might not be available.

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

It is strongly suggested that all proposers attend the pre-proposal conference and site visit.

### 04. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm(s) shall have the processing facility, (processing facility is defined as the facility where the City records will be Scanned, Indexed and Media Converted), within the State of Florida and have a minimum of five years experience in the conversion of hardcopy documents to digital images suitable for computer processing and 5 years of prior experience and expertise for the other services requested and in accordance with the proposal's specifications. All work shall be processed within the State of Florida. The City will reserve the right to allow the Contractor to send the City's documents outside the State of Florida to process the work temporarily. This will only be done with the prior approval of the City.

To be eligible to respond to this RFP, the proposing firm(s) shall demonstrate that they have successfully performed and delivered accurate and acceptable data and images - similar in size and complexity to the City of Fort Lauderdale. (Size is defined as to the number of images scanned and media converted as defined in this RFP. Complexity is defined as not only the wide range of services requested by the City of Fort Lauderdale in this RFP but also to be able to provide these services in an accurate, professional and efficient manner).

Proposers are requested to submit a minimum of three (3) current client references for which these services have been performed within the past three (3) years.

The City reserves the rights to request live demonstration(s) of proposed services to be performed and inspect proposer's facility in making a determination of his/her ability and capacity to perform the requirements of the RFP.

**PART II - RFP SCHEDULE**

Release RFP	4/13/09
Pre Proposal Conference, Building Services Department, 10:00 am 700 NW 19 Avenue Fort Lauderdale, FL 33311	4/23/09
Last Date for Receipt of Questions of a Material Nature	4/24/09
Addendum Release (If required)	4/27/09
PROPOSAL DUE (Prior to 2:00 PM)	5/07/09

### **PART III - SPECIAL CONDITIONS**

#### **01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 07/07 (GC) are included and made a part of this RFP.

#### **02. VARIANCES**

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

#### **03. PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

#### **04. 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.

#### **05. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

#### **06. PROPOSERS' COSTS**

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

#### **07. RULES AND PROPOSALS**

The signer of the proposal must declare 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 principal proposer.

## 08. APPROVED EQUAL OR ALTERNATE PROPOSALS

The specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product or service which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the proposed alternate qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

## 09. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date. The City reserves the right to extend the contract for four (4) 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 Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause invoked by the City.

## 10. PRICING

All pricing must include delivery and be quoted FOB: Destination. Proposer shall offer firm, fixed pricing for services based on the City's estimated services for the first year of the contract. Prices offered by the proposer are for services including Scanning Standard Size and E-Size documents, Media Conversion of Microfiche and Microfilm, placing in the original order and returning to the Planning and Zoning Department its plans and related documents after scanning is complete and the destruction of specified City documents. All other City records named in this RFP, to be Scanned and Converted from Microfiche and Microfilm to Scanned images, shall be firm for the first year of the contract term and shall be applicable for all additional services which may be required by the City during that time.

## 11. INVOICES/PAYMENT

The City will accept monthly invoices for each scanned batch of documents and for media conversion services completed and approved by the City. Each invoice shall detail the work that was done by the Contractor, identify the City Department for which the work was done, the price per image and the number of images processed as required by the City, for scanned and/or converted media along with the total cost due.

The City shall endeavor to pay a correct invoice within thirty (30) days of acceptance. The City will make every effort to notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

## 12. COST ADJUSTMENTS

Prices quoted shall be firm for the first year of the initial contract term. 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 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.

## 13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor 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 at its sole option.

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. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

## 14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. 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 from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. 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.

17. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial 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.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor 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, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

19. 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:

A. 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;

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

C. 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

D. 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.

## 20. INSURANCE

The contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

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

Limits: Worker's Compensation – Per Florida Statute 440  
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

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

Limits: Combined single limit bodily injury/property damage\$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

## Automobile Liability Insurance

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

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined)

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

**In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.**

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement and Materials Management  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

### 21. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

### 22. TRANSACTION FEES:

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

### 23. 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 may be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

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.

24. SUB-CONTRACTING:

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 RFP 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.

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. In addition to other indemnification provisions contained in this contract, 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, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors

25. CONTRACT COORDINATOR

The City will 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.

26. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Contractor is subject to penalty provisions under the contact.
Non compliance	Either continued poor performance after notice or a performance

level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

## 27. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **1. PROJECT OVERVIEW**

The purpose of this Request for Proposal is to identify a single qualified proposer and to enter into a contract for:

1. Document Imaging\Scanning Services; and
2. Media Conversion Services - digital conversion of microfiche and microfilm to Multi Group-IV Tagged Image File Format with the large size drawings and the standard size documents at a minimum of 300 dots per inch and process these digital images to be seamlessly included into the City's Document Management and Imaging system

### **2. PROJECT OBJECTIVES**

The objective for these services is to:

1. Provide Media conversion services and records retention
2. Provide for on-line access to electronic Records
3. Eliminate the cost associated with the storage of the original "hard copy" media

### **3. SCOPE OF SERVICES**

The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified firms whose processing facilities are located in the State of Florida, capable of providing Document Scanning Services and Media Conversion Services in accordance with the (RFP) specifications. It is the intent of the City to award one proposer the entire contract; therefore each proposer must submit pricing on all the services described in this RFP.

Currently, the City uses Document Imaging to store selected longer-term documents. The Building Services Department, in particular, began digitizing its documents 3 years ago; digitizing these documents allows the Building Services Department to permanently store and efficiently retrieve its Plans and Permits.

The Document Imaging Services for the Building Services Department may include but are not limited to Scanning and Indexing of the City's Building Services Department's Plans (Drawings) and associated documents including but not limited to Notice of Occupancy forms and General Correspondence.

The Building Services Department currently has approximately 150,000 flats containing microfiche that it plans to convert to scanned images, depending on available funds, during the course of this contract. Also, the Building Services Department may require conversion of approximately 100 rolls of microfilm to scanned images.

Other City Departments may also require the conversion from microfiche and/or microfilm to scanned images during the course of this contract, depending on their needs and funding sources.

**The City requests the Contractor to have sufficient resources to be able to provide both Scanning and Media Conversion services in an efficient and accurate manner.**

The City and the awarded Contractor will mutually develop a procedure as well as a pick up and delivery schedule. The City's plan is for weekly pickups.

#### **4. FUNCTIONAL REQUIREMENTS**

**Records Accessibility:** The City will require designated City Staff to have access to original City documents supplied to the Contractor for Scanning and/or Media Conversion services in the event a document is needed. The Contractor will provide the ability to locate and return to the Department any original document that is in the possession of the Contractor within (24) Twenty-four hours from the time of request by an authorized Department agent.

After the City has fulfilled its need the Contractor shall also pick up these documents and return with them to the Contractor's site to either complete the scanning or conversion process, which ever applies.

**Inspection:** A sampling of the various documents that the City will require to have scanned and have media conversion services performed will be available at the City Building Department located at 700 NW 19<sup>th</sup> Avenue. All proposers are encouraged to inspect the various samples that will be on display. Proposers are required to contact Records Supervisor Vincent Schiano at (954) 828-3772 to request and arrange an appointment to inspect these samples. Inspection of these samples will be allowed up to (3) days prior to the bid opening.

**General Condition of Documents/Inspection Responsibility:** It is the proposers responsibility to inspect the condition of the original Building Department's plans and Planning and Zoning Department's plans, general City records and associated City documents prior to submitting a bid. By submitting a proposal, the proposer certifies that he/she is aware of the general condition of documents to be scanned and converted and that submission of a proposal is acknowledgement that they have familiarized themselves with those conditions.

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

Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The Contractor will be held responsible for lost, stolen and/or damaged original documents. The Contractor will be fined up to \$500 for a records box that is lost, stolen or damaged. Also, for media conversion purposes, the Contractor will be liable up to \$500 per roll of microfilm and/or \$100 per piece of microfiche for any lost, stolen and/or damaged original while in the Contractor's possession. Also no unauthorized reproduction or duplication of any media produced by the Contractor is permissible.

These documents contain sensitive security information such as building plans, hospital plans and employee information, etc. Once the documents are in the hands of the Contractor, the Contractor becomes responsible for the security of the documents.

**Tracking and Inventory of City Documents.** The Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process. Any discrepancies between the City Department's inventory transmittal and the items received by the Contractor are to be resolved in 10 days. After the scanning/media conversion services have been completed on a pick up from the

City, the Contractor will be required to perform a final quality control step that compares the final output to the manifest the City provided the Contractor to ensure that every document has been digitized and indexed. The Contractor will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the contract and is open to process re-engineering as suggested by the Contractor.

**Pick up and Turn around Time** – The Contractor will pick up all City documents that are to be scanned and/or have media conversion performed from designated City sites; the Contractor is responsible for the pick up of the City documents themselves, the City does not encourage sub-contracting out the pick up of the City documents unless the City determines its to the City's benefit. Only the City will make that determination.

All City sites are currently located within a ten-mile radius of City Hall. The City requires that not only the work be done in an accurate manner but also a timely manner.

The City and the awarded Contractor will mutually develop a procedure, (Possibly using a bar code system) as well as a pick up and delivery schedule. The City's plan is for weekly pickups.

The City will determine the pick up locations and shall also require the Contractor to schedule a regular pick up of documents to be scanned and media conversion services performed.

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

**Quality Control:** The Contractor will sight verify 100% of the resulting output for clarity and faithful reproduction. All documents and data that fail this quality assurance process are to be rescanned at no additional cost to the City until the prescribed quality is met. The Contractor will also be required to perform a final quality control step that compares the final output to the manifest the City provides to ensure that every document has been digitized and indexed.

**Hard Copy Storage:** The Contractor will maintain the City hard copy documents in a secure archival environment for a period of up to 120 days.

**Records Destruction:** Once the City receives from the Contractor its scanned images and indexed files and has checked both for clarity and accuracy, the City's Records Supervisor will normally require the Contractor to shred the original documents. The City prefers the Contractor to do the shredding themselves on the Contractor's site, but the City will permit to Contractor to hire an outside vendor that will perform shredding on the Contractor's site. (The City will not permit its documents to be taken off the Contractor's site for shredding.) If the Contractor hires an outside shredding vendor to do the shredding on the Contractors site, the outside shredding vendor must be bonded. In either instance the Contractor will be required to have at least one of their own employees present during the shredding of all City documents. Once the City documents have been destroyed, the Contractor will be required to provide the City's Records Supervisor a certificate of destruction that the Contractor signs along with a witness signature, verifying what documents have been destroyed, the date of destruction and that the security of the documents was safeguarded through the entire destruction process. The City reserves the right to have its own designated employee(s) present during the Contractor's destruction process. The City also reserves the right to use a different alternative for destruction of its documents if it is determined to be in the best interest of the City.

## **5. TECHNICAL REQUIREMENTS**

### **Source Documents**

Drawings that are primarily E size (Largest is 36x43).  
 Letter and Legal size Documents (Largest 11x17)  
 Microfiche and Microfilm

**Building Plans** – It is estimated from July 2009 through July 2010, the Building Services Department will require scanning services for 130,000 standard size documents and 60,000 E size documents. These figures are estimates and the City reserves the right to adjust them up or down according to its' workload. The order in which the Building Department's plans and associated documents are required to be scanned is below.

Building Department's plans and associated documents are to Scanned in the following order:

File Folder (or Plain Paper) for each property, containing address and folio number.

Building Permit (s)  
 Electrical Permit (s)  
 Plumbing Permits (s)  
 Mechanical/Air Conditioning (s)  
 Check Sheets  
 Survey  
 Plans (Drawings)  
 Building Plans  
 Electrical Plans  
 Plumbing Plans  
 Mechanical/Air Conditioning Plans  
 Landscaping Plans  
 Inspection Slips (s)  
 Correspondence  
 Board of Adjustment  
 Lien (s)  
 Notice of Violation (s)  
 Miscellaneous Documents  
 Certificate of Occupancy

**Note:** Not all files/folders/racks will contain all of the above at any given time.

**Code Enforcement Files** – It is estimated from July 2009 through July 2010 the Building Services Department will require scanning services for approximately 140,000 documents generated from the Code Enforcement office. These figures are estimates and the City reserves the right to adjust them up or down depending on its' workload. There are six different folders Code Enforcement will require to have scanned in the same chronological order in which they are placed in the file folder. The contents of the main folder (Special Magistrate Massey File) used by Code Enforcement is listed below. Not all documents listed below are in each folder. The document size is either letter or legal sized with and occasional larger odd size document.

The Code Enforcement Special Magistrate Massey File should be scanned in the following order:

Inspection Report  
 Notice of Violation

BC Tax Rolls ownership verification  
 BCPA property ownership verification  
 Division of Corp contact info  
 Affidavit of first class mailing  
 Certified Mail slip & confirmation green card (NOV)  
 Inspector's pictures of violation at property  
 Hearing sign in sheet  
 Special Magistrate Order  
 Certified Mail slip & confirmation green card (Order)  
 Start fine sheet  
 Affidavit of non-compliance  
 Old Business letter  
 Supplemental Order  
 Certified Mail slip & confirmation green card (Order)  
 BC Tax Rolls ownership verification  
 BCPA property ownership verification  
 Division of Corp contact info  
 Letter – Notice of F.S.S. 162.09 Hearing  
 Affidavit of first class mailing  
 Certified Mail slip & confirmation green card for F.S.S. 162.09 Hearing  
 Order imposing fine  
 Receipt of payment  
 Release of Lien

**Planning and Zoning Files** - The Planning and Zoning department has approximately 215,000 letter/legal size documents and 275,000 large format drawings, size 24"x36", from the years 2005 through 2009, which need to be scanned during the first few years of this contract, depending on the available funding. Planning and Zoning requires the ability to scan text into Portable Document Format (pdf) with Optical Character Recognition (OCR) capabilities. Also required is the ability to secure PDF files by applying digital watermarks and/or establishing permissions to restrict use. Planning and Zoning also requires that all stapled receipts are removed from applications and to separately scan the receipts. Also needed is the ability to scan both sides of the letter/legal and E Size documents and the ability to scan in color for all size documents. Also required is the ability of the scanning equipment to detect perforations and produce PDF files that clearly show the perforations. The Planning and Zoning packages must be reassembled after scanning and returned to the Planning and Zoning office in the same condition and same order as when they left. The return of the Planning and Zoning documents can be made when the regularly scheduled pick-ups occur. If there is an extra vendor charge for reassembling in the same order and then returning the Planning and Zoning Department documents on a regularly pick up, please indicate in the Part I – Cost Information section of the RFP.

**Engineering Files** - It is estimated that Engineering Division has 7,500 pieces of microfiche (6-8 pieces per flat, approximately 1,200 flats) that need to be scanned. How many will be scanned by the Contractor will be determined by the City Surveyor and the available funding sources.

#### **Other General Files –**

- a. **Human Resources** - During the course of this contract the City may require services for approximately 120,000 Human Resources Personnel documents. The documents for Human Resources consist of employee personnel files and are letter, legal and the largest size of 11" x 14", single sided and are to be scanned in sequence (date) order from the beginning of the

folder the end, (newest information first and kept on top oldest information last). The information will be set up by key types; some examples are Applications, Performance reviews and Sick/Leave conversion forms.

- b. **Police Department** - During the course of this contract the City may require services for the Police Department, which has approximately 60,000 duplex sided letter sized incident reports that are 2-4 pages long and there are 60,000 reports on cards that are 4"x9" and are also duplex sided. These documents need to be scanned according to year and in numerical order. The above figures are per year and currently there is a 7-year backlog of documents, how many get scanned depends on budget constraints and the available resources of the department.

## **6. DOCUMENT IMAGING REQUIREMENTS**

The City uses an internal software system called G360 Enterprise EM, formerly known as emPower \ Identitech FYI Document Imaging and Management System. The Human Resources Department and the City Clerks office currently use the G360 Enterprise/FYI system for its Document Imaging and Management system and the Building Services Department to use the Document Management System for its archival needs.

### **OUTPUT DOCUMENTS**

- Indexed Documents:

Large and Standard size drawings at 300 dpi to Multi Group-IV Tagged Image File Format (TIF).

Sight verify 100% of the resulting output for clarity and faithful reproduction. (Redo at no additional cost to the City.)

Microfilm to Multi Group-IV Tagged Image File Format at 300 dpi and otherwise process these digital images to be seamlessly included into the database created from the hardcopy documents.

- All output files suitable for inclusion in the City's Document Management System as Multi Group-IV Tagged Image File Format files on selected Output Media (CD).

All Images must adhere to the standard TIF 6.0 Specifications:

STANDARD Record (master) copies of digital images must be in accordance with:

- a) The TIF 6.0 specification (June 3, 1992) (per Chapter 1b-26) FS and most recent revision if applicable. For large format drawings TIF Bitmap with Group 4 Compression should be used at 300 dpi grayscale.

The scanned images produced should normally be done in black and white but the City requires grayscale/color depending on the information contained in the documents; i.e., if the grayscale/color conveys some information and producing black and white documents would cause the loss of information conveyed.

- b) All Images must adhere to Chapter 1B-26, Florida Administrative Code RECORDS MANAGEMENT -STANDARDS AND REQUIREMENTS for Electronic Recordkeeping

## IMAGE QUALITY

All data must be preserved in a form identical to, or functionally equal to, the original record.

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

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

## ENGINEER DRAWING/PLANS

All images must be correctly oriented when opened with no rotation

Images must be aligned properly within the image environment.

Images must not be skewed or distorted more than +/- 3 degrees. Image line widths and text thickness must match the original image as closely as possible, without the loss of legibility of any portion of the image.

The scanning equipment's specified "scan accuracy" must fall within the range of less than +/- 0.040" over 36 inches for Engineering Drawings. Paper skew tolerances must fall within the range of less than +/- 0.1%.

## QUALITY CONTROL

All documents shall be checked prior to submittal. There shall be 100% quality control and assurance. Anything that can be read on the original must be readable on the image. All text shall be legible. In the event that the source document is not clear and legible, or a clear and legible reproduction cannot be produced, the Contractor is required to inform and provide a report to the City's Reprographics Supervisor along with the document\source in question.

## MULTIPLE PAGE DOCUMENTS:

**A document may consist of one or many pages. If the document has more than one page this document must be scanned as a multi page document.**

Large format drawings shall never be bound as a multi-page TIF. Other multiple page image documents shall generally be provided as multi-page TIF files. In some cases, documents and certified drawings require individual sheet numbers and shall not be electronically bound. Manuals, proposals, reports, Multi-page documents, etc., which are provided in image format shall be electronically bound into multi-page TIFF files.

**Special Note:** The City reserves the right to change the format sequence of the Building Plans or any other City Documents scanned to CD if it the City finds a format that better serves its purpose.

Preparation of Documents to be Scanned: The vendor will prepare all documents for the scanning process by removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8 1/2" x 11" paper and other wise make the documents ready for processing. State your method of straightening out the documents before scanning in your proposal response.

**IMAGE FILE INDEXING:**

The Contractor shall provide to the City the electronic file with the Multi Group-IV Tagged Image File Format (TIF) images and metadata to the City's Information Technology Department. **(See Exhibit A).** The Contractor will be required to indicate how many records are contained in the file for verification purposes. The Contractor will be responsible for correcting all errors at no additional cost to the City.

The Contractor may not duplicate or sell the information contained on CD's or any other media.

**IMAGES/METADATA MEDIA**

All images shall be returned on standard 5.25 ISO 9660 Level 1 CD-ROM, unless otherwise agreed. The Image file header must be non-proprietary. The Contractor will process the scanned and indexed documents to create Multi Group-IV Tagged Image File Format. The City will provide a sample of the file format for import. The Contractor may not duplicate or sell the information contained on CD's or any other media.

The images will be moved to the appropriate delivery media in a format is required for import into the City's Document Management System. The City uses an import module called QAImport, which imports the tagged images and data to be imported in convenient sized batches into the Document Management System. The file type for import is an MSB file type. MSB files are simply comma-delimited data with configuration data at the beginning of the file.

The City's internal Batch Scanning solution used is Kofax Ascent Capture. The Kofax release module creates a text file and a conversion tool is used to convert the text file to an MSB file. **(See Example in Exhibit A).** It is not a requirement to have data for every field defined, but double quotes " " must be used to indicate a null value for that field. The Contractor will append to the images the correct index key as prescribed by the Department.

**The format is an example only, prior to any work, format/data fields will be provided.**

The Scanned Images index/metadata for building plans and associated documents should be set up as follows:

**Building Plans:****Folder Batch Indexes:**

BLD\_Agency - 30 char (Building Permits)  
 Master Permit Number - 8, char (key)  
 Permit Number - 8, char  
 Property Address - 49, char  
 Folio Number - 30, char  
 Building Number - 4, char

**Document Level Indexes:**

Permit Type - 10, char  
 Document Type -40, char (E size Drawing)  
 Document Date -10, date

**Code Enforcement Files:**

The Scanned Images index/metadata for the Code Enforcement documents detailed above should be set up as follows:

**Folder Batch Indexes:**           BLD\_Agency -30 char (Code Enforcement)  
   Case Number -10, Char (key)  
   Property Address - 49, char  
   Folio Number - 30, char  
   Building Number - 4, char,

**Document Level Indexes:**       Violation Type - 25, char  
   Document Type - 40, char  
   Document Date -10, date

**7. MEDIA CONVERSION REQUIREMENTS for converting Microfiche and Microfilm Rolls to Scanned Images**

The Building Services Department currently has approximately 150,000 flats, containing approx. 500,000 pieces of microfiche that it needs to have scanned, consisting of three different sizes (8"x 4", 7/1/4"x 4" and 6"x 4") with various amounts of images on them, from one to two images to some that are completely filled with six to eight images. The index key for the jackets is the street address, which is an average of 30 keystrokes. And, from prior experience, it was determined that most of Building's Microfiche jackets are oversized and approximately 1/4" was required to be cut from the jackets before they would fit into the conversion hardware. Also, from prior experience the City observed that converting microfilm and microfiche to scanned images increased the size of the file images, which greatly reduced the City's digital storage space. Each proposer will have to state what method(s) they use to reduce the size of the file images when performing media conversion from microfiche and microfilm. Also, the Building Department may require approximately 100 rolls of 35mm microfilm be converted to scanned images.

The Engineering Department currently has approximately 7,500 pieces of microfiche (6-8 pieces per flat, approximately 1,200 flats) that need to be scanned. How many will be scanned by the Contractor will be determined by the City Surveyor and the funding resources available.

These numbers are given to alert the proposer to the proposed scope of this project, the actual number of pieces of microfiche that actually get converted will be determined by the Building and Engineering Departments needs and funds available at the time.

## PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

Experience of the proposing firm including persons proposed for this project.	<b>20%</b>
Proposing firm's method of tracking and inventory of customer documents and also what security measures the proposing firm uses to keep their customer's documents secure, i.e. proposing firm performs a background check on their employees, security badges for their employees, are the employees bonded, etc.	<b>20%</b>
Proposing Firms Client references.	<b>20%</b>
Understanding of the overall needs of the City as presented in the proposal.	<b>20%</b>
Total Cost to the City	<b>20%</b>

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Manager for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer 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 to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

The City reserves the right to award the contract to the proposer(s) who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion,

to accept or reject any or all proposals or parts to the proposals. The City also reserves the right to waive minor irregularities or variations to the specification and in the RFP Process.

The City may request from the short-listed proposers to provide selected City Personnel with a walk through of the Contractors facilities before the contract is awarded

The Contractor will maintain the hard copy documents in a secure archival environment for a period of up to 120 days.

### **SAMPLE REQUIREMENT**

The City shall require a CD sample of Scanned images with Metadata from the short listed proposers as part of the evaluation criteria for the award. Proposers shall produce the sample work from City selected documents. These samples and originally supplied documents shall be returned to the City Records Management Supervisor within five (5) working days of receipt for examination and approval.

If the samples from the short listed proposers fail to meet the City's requirements, the City will then request from the next three (3) highest rated responsible proposers and so on until a proved satisfactory award can be made. A sample index will also be required for this exercise.

The City will retain the samples as the standard of quality to be provided by the successful records Contractor throughout the contract period.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Procurement Services Department, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED  
ORIGINAL COPY PLUS SIX (6) COPIES OF THE  
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

**PROPOSAL PAGES ARE AS FOLLOWS:**

Part I Proposal Pages - Cost Information

Part II Proposal Pages - Technical Information

Attachments to your Proposal

## PROPOSAL PAGES - PART I COST INFORMATION

Proposers are required to provide costs to the City for scanning charges. The number of documents listed is the total number of documents in each category, i.e., 450,000 of standard size documents is the total number of standard size documents estimated to be generated by the City for the first year of the contract term.

### **PRICING FOR SCANNING\IMAGING SERVICES:**

Provide a total price per image for scanning the City's Building Department, Planning and Zoning Department and Code Compliance Division's standard size documents. Also, the price per image for the City's Building and Planning and Zoning Department's E Size documents. Price must include prepping and indexing.

### **PRICING FOR SCANNED IMAGES CREATED FROM EXISTING MICROFICHE AND MICROFILM (MEDIA CONVERSION):**

Provide a total price per image to create Scanned Images from Microfiche for both the Building Department and Engineering Department.

Provide a total price per image to create Scanned Images from Microfilm.

### **PRICING FOR DOCUMENT DESTRUCTION**

Provide a total price for document destruction.

### **TRANSPORTATION COSTS**

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

<b>#</b>	<b>Item</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Unit cost/per scanned image, letter and legal sized documents, up to 11" x 17", includes prepping and indexing.	450,000	\$	\$
2	Unit cost/per scanned image, for E size shop drawings, includes prepping and indexing.	135,000	\$	\$
3	Unit cost/per scanned image, of 35mm Building Services Departments' building plans including drawings, permits, letter, etc. 100 rolls of microfilm required to be converted to scanned images (average of 1100 images per roll).	110,000	\$	\$
4	Unit cost/per scanned image of 500,000 pieces of microfiche. Approx. 150,000 flats containing 1 – 8 images of microfiche each (amount varies per flat). Various sizes (8"x4", 7 1/4"x4", 6"x4"). Contractor will have to cut approx. 1/4" off of an estimated 60% of the flats to fit into scanner (from the Building Dept.).	150,000	\$	\$
5	Unit cost/per scanned image of microfiche (approx. 1200 flats), 4"x6", 6-8 images per piece.	7,500	\$	\$

6	Reassemble in same order and return to Planning and Zoning Department documents during regularly scheduled pickup. Unit price per document.	200,000	\$	\$
7	Destroy documents after scanning and review of scanned images by the City is complete. Unit price per pound	2,000	\$	\$
8	<b>TOTAL PRICE</b>			\$

## PROPOSAL PAGES PART II TECHNICAL PROPOSAL

All proposers are requested to submit responses electronically via the RFP Depot website. The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Preliminary Scope of Services

Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

**This section should include:** detailed description of your concept and approach to providing the services required, and all back-up information necessary for the City to properly evaluate your proposal and which satisfies all requirements contained in the RFP.

**Please include this narrative and Technical Proposal as an Appendix to your RFP Response**

1. Please provide a list of security measures your company follows to safeguard the information contained within your customer's documents; i.e., does your company use security badges for its employees, how often are your servers backed up, are background checks performed on your employees and are your employees bonded? Please elaborate.
2. Please provide your company's procedures for tracking inventory (your customer's documents) once they are picked up from your customers. What tracking system do you use and how is it implemented. Please elaborate.
3. Please provide a list of equipment your company uses for Scanning and Media Conversion from Microfiche and Microfilm to Scanned Images. Include the make and model number of the equipment, how many of each and also the current version of scanning software being utilized. Also, explain your process of creating TIFF images and indexing. Please elaborate.
4. Please provide your Company procedures, in detail, for converting microfiche and microfilm images to scanned images. Also state whether there is any loss in quality when scanned images are created from microfiche and microfilm and what the average percentage of loss in quality is. The City desires no loss of quality in converting microfiche and microfilm images to scanned images. Also, the City observed that converting microfilm and microfiche to scanned images increased the size of the file images, which greatly reduced the City's digital storage space. What method(s) does your company use to reduce the size of the file image when performing media conversion from microfiche and microfilm? Please elaborate.
5. Please include in this description the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.

6. Does your company shred documents on its site or do you hire an outside shredding vendor to perform the shredding on your site? If you do hire an outside vendor, what is the name of the company, where they are located and are they bonded? Describe the entire destruction process in detail, include any safeguarding measures and include where the documents are sent once they are shredded.
7. How many square feet is your storage facility where the documents will be stored and scanned and media conversion services performed?
8. What is the address of the facility where the documents will be stored and scanned and media conversion services performed?
9. Please answer yes or no to the following requirements about the facility where the documents will be stored and scanned and media conversion services performed:

Air conditioned	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Security Alarm system	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fire Sprinkler system	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is your fire sprinkler system a wet or dry system	Wet <input type="checkbox"/>	Dry <input type="checkbox"/>
Fire Extinguishers marked in accordance with Fire Department regulations throughout the facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will all City records be kept at least 2 feet above the floor while stored in your facility	Yes <input type="checkbox"/>	No <input type="checkbox"/>

10. Does your company use its own vehicles to transport documents? Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned? Do you transport magnetic media in magnetic containers within the vehicles?
11. What method does your company use to straighten out the documents before scanning?
12. Please provide an example of your company's invoices. Please note the City's invoice requirements in Part III Special Conditions, section 12.
13. The questions below ask each proposer to provide the City turn around times for various scanning and media conversion requests. The proposer's response should include day of pick up and delivery. The amount of 25,000 Building documents used in the questions below is used for example purposes only and does not constitute an average City pick-up, the number of City documents to be picked up may be higher or lower depending on work flow at the time. The proposer awarded the contract will be expected to meet or exceed the proposed turn around times listed here, if the proposer awarded the contract cannot meet their proposed turn around times, the City will have the option of canceling the contract.
14. Please provide turn around time for Scanning 25,000 Building Plan/Permit documents, including prepping and indexing.
15. Please provide turn around time for converting 100 rolls of microfilm to scanned images, including index information.

16. Please provide turn around time for converting 20,000 flats containing various sizes and amounts of microfiche to scanned images.
17. What is the name of your organization and what is your main source of business revenue?
18. Please indicate percentage of total revenues from document management related activities.
19. How many years have you been in the business?
20. Where are your main offices and branch offices\Service Centers located in the United States? In South Florida?
21. How is customer support handled within your organization?
22. What is the name of your imaging/scanning product?
23. How many years has it been available and what is the software version?
24. What types of images are supported? Examples, TIFF, CCITT Group 3 & 4, others please list?
25. Is the system able to provide images with the quality of a TIF but have the compression capabilities of JPEG?
26. What compression techniques are supported?
27. What size image documents can the system handle? Please indicate smallest to largest.
28. Is the image file header Non-Proprietary?
29. What kind of image processing is scanner capable of with the software?
30. Can it perform thresholding, deskewing, dynamic image enhancement and edge enhancement?
31. Is there an additional charge to reassemble in the same order and return to the Planning and Zoning Department its plans, after scanning is complete? The plans can be returned during a regularly scheduled pick up. Please indicate whether or not there is an additional charge in the pricing section of this RFP.
32. The City requests the proposer to keep the City documents for up to 120 days in a secure archival environment during and after the scanning process is complete. What is the maximum amount of time your company will keep the City records?

Tab 3: State number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences.

Prior Experience:

Number of year's experience the proposer has had in providing similar services,

Imaging \_\_\_\_\_ years

Media Conversion \_\_\_\_\_ years

Tab 4: List those persons who will have a management position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

List the key principals in your organization, their position or job title, how many years have they worked for the organization and what experience do they have working with Scanning and Media Conversion services?

Provide the number of full and part-time employees working for your organization at the present time? How many of these employees are actually involved in the production end, (Scanning and Media Conversion services)?

Tab 5: List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

Tab 6: List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 7: Cost of Services

Tab 8: Non-Collusion Statement

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

**Exhibit "A"****Image file Information and Index Data (ASCII Text File)**

The ASCII text file must have the following entries. **(All information for a particular image file must be on the same line).**

"batch class name"," index field name"," associated index field value"," path and file name of the document image"

**For example:**

"Medical Forms","Plan Num","JM3891","Name","Lee","x:\reladocs\00000005.tif"

"BATCH NAME","CODE ENFORCEMENT DOC CLASS","Folio Number","05XXXXXXXXXX-XX","Property Address","2100 NE FlamingoRd","Building Num","D145","Case No","CEXXXXXXXXXX-XXXX","Violation Type","XXXXXXXXXX","W:\COF\_Images\00007C53.TIF"  
 "Batch Name","Code Enforcement Doc Class","Folio Number","05XXXXXXXXXX-XX","Property Address","21000 Some Address","Building Num","D145","Case No","CEXXXXXXXXXX-XXXX","Violation Type","XXXXXXXXXX","W:\COF\_Images\00007C54.TIF"

**MSB File Example:** The City has a converter tool that converts the above ASCII Text file to the format below:

```
IMAGE,HARDDISK,VERSION30
00000002
EXAMPLEJOB
ADMIN
CODE_FOLDERS
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**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 Department. 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) 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 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.
- 1.04 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.
- 1.05 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 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.
- 1.07 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.
- 1.08 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.

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.

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

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

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

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

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

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

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

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

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

**1.09 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.

**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.  
 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, Bidder's 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 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 Federal Excise taxes is 59-74-0111K, 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 Department immediately. Such notification must be received by the Procurement Services Department 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 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.

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

**4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 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 Material Safety Data Sheet (MSDS).

**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 will, 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 attorneys 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 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 themselves 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.

**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**

\_\_\_\_\_

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\_\_\_\_\_

**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.**

## Question and Answers for Bid #795-10273 - Scanning and Media Conversion Services

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.