

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

782-10045

**RECORDS STORAGE & RETRIEVAL
SERVICES**



Richard Ewell

954-828-5933

Bid 782-10045 RECORDS STORAGE & RETRIEVAL SERVICES

Bid Number 782-10045
Bid Title RECORDS STORAGE & RETRIEVAL SERVICES

Bid Start Date May 28, 2008 3:17:17 PM EDT
Bid End Date Jun 18, 2008 2:00:00 PM EDT
Question & Answer End Date Jun 16, 2008 5:00:00 PM EDT

Bid Contact Richard Ewell
Purchasing
rewell@fortlauderdale.gov

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 90 days
Pre-Bid Conference Jun 6, 2008 10:00:00 AM EDT
Attendance is optional
Location: City Hall, 2nd Floor Conference Room
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Bid Comments The City of Fort Lauderdale requests competitive sealed bids from qualified vendors from the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, to provide storage and retrieval services of its City records. The Contractor's storage facility is required to be located within the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL.

Item Response Form

Item 782-10045-1-01 - Initial Transfer Costs - New Contractor
Quantity 20500 each
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 20500

Description
Initial transfer costs per specs.

Item 782-10045-1-02 - Initial Transfer Costs - Current Contractor
Quantity 20500 each
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300

Fort Lauderdale FL 33301
Qty 20500

Description
Cost of providing assistance in records removal, per specs.

Item 782-10045-1-03 - Monthly Storage Cost Per Box
Quantity 246000 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 246000

Description
Cost per box, monthly. 20,500 boxes times 12 months. Boxes are the standard size 1.2 cubic feet box.

Item 782-10045-1-04 - Monthly Storage Cost Per Bag
Quantity 2400 bag
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 2400

Description
Cost to store plan bags monthly, per bag. 200 bags times 12 months.

Item 782-10045-1-05 - Monthly Storage Cost per Box (Check)
Quantity 7200 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 7200

Description
Cost to store check boxes, per box, per specs, monthly. 600 check boxes times 12 months.

Item 782-10045-1-06 - Monthly Storage Cost per Box (Odd Sizes)
Quantity 3600 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 3600

Description

Cost to store odd size boxes, per box, per specs, monthly. 300 odd size boxes times 12 months.

Item 782-10045-1-07 - Vault Storage
 Quantity 12 month
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 12

Description
 Cost to store City records in fireproof/waterproof vault

Item 782-10045-1-08 - Standard Retrieval
 Quantity 450 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 450

Description
 Cost for "standard" retrieval (24 hr) per specs. Est. quantity includes new box pickups, box retrievals and returns.
 State any variation, if applicable, from City's "standard" definition.

Item 782-10045-1-09 - New Pickup for Storage
 Quantity 45 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 45

Description
 Cost to pickup new City records for storage, per specs, weekly, various City locations.

Item 782-10045-1-10 - Handling
 Quantity 2300 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 2300

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

Item 782-10045-1-11 - Reshelving
Quantity 2300 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 2300

Description
Cost for reshelving City records, per box.

Item 782-10045-1-12 - Retrieval/Pickup/Re-Delivery
Quantity 1 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 1

Description
Cost for retrieval service/pickup and re-delivery by City employee, per specs.

Item 782-10045-1-13 - Rush Retrieval - 2 hour
Quantity 10 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 10

Description
Cost for emergency retrieval (2 hour), per specs.

Item 782-10045-1-14 - Rush Retrieval - 4 - 6 hours
Quantity 10 box
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 10

Description
Cost for same day retrieval (4-6 hours), per specs.

Item 782-10045-1-15 - Record Destruction
Quantity 300 box

Unit Price

Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 300

Description
 Cost to destroy City records, all inclusive/per box, per specs.

Item 782-10045-1-16 - Permanent Removal

Quantity 1 box

Unit Price

Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

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

Item 782-10045-1-17 - Data Entry - New Contractor - Initial Move

Quantity 1 box

Unit Price

Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

Description
 Cost for data entry services, per box, per specs.

Item 782-10045-1-18 - Data Entry - All Contractors - After Initial Move

Quantity 1 box

Unit Price

Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

Description
 Cost for Data Entry services, per box, per specs.

Item 782-10045-1-19 - Storage Boxes

Quantity 2000 box

Unit Price

Delivery Location City of Fort Lauderdale
Public Information Office

101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 2000

Description
 Storage boxes

Item 782-10045-1-20 - Packing/Re-Packing - Initial Move
 Quantity 1 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

Description
 Cost for Contractor to provide packing/repacking services to the City, per box, per specs.

Item 782-10045-1-21 - Packing/Re-Packing - Other
 Quantity 1 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

Description
 Cost for Contractor to provide packing/repacking services to the City, per box, per specs.

Item 782-10045-1-22 - Inventory - Initial Move
 Quantity 1 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

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

Item 782-10045-1-23 - Inventory - After Initial Move
 Quantity 1 box
 Unit Price
 Delivery Location City of Fort Lauderdale
Public Information Office
 101 NE 3 Avenue, Suite 300
 Fort Lauderdale FL 33301
 Qty 1

Description

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

Item	782-10045-1-24 - Employee Access
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Information Office</u> 101 NE 3 Avenue, Suite 300 Fort Lauderdale FL 33301 Qty 1

Description

Cost for City employee access/research at Contractors facility, per specs. If you have restrictions for this type of service, please detail.

Item	782-10045-1-25 - Retrieve/Fax per Retrieval
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Information Office</u> 101 NE 3 Avenue, Suite 300 Fort Lauderdale FL 33301 Qty 1

Description

Cost to retrieve/fax records, per specs. Note any limitations to this service.

Item	782-10045-1-26 - Retrieve/Fax per Fax
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Information Office</u> 101 NE 3 Avenue, Suite 300 Fort Lauderdale FL 33301 Qty 1

Description

Cost to retrieve/fax, per fax, per specs. Note any limitations to this service.

Item	782-10045-1-27 - Training
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale <u>Public Information Office</u> 101 NE 3 Avenue, Suite 300 Fort Lauderdale FL 33301 Qty 1

Description

Cost for training City's Records Manager and his/her designee, if applicable, in accessing Contractors online system.

Item 782-10045-1-28 - Evaluation Sample Inventory
Quantity 1 each
Unit Price
Delivery Location City of Fort Lauderdale
Public Information Office
101 NE 3 Avenue, Suite 300
Fort Lauderdale FL 33301
Qty 1

Description
Cost to the City for an Evaluation Sample Inventory.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. 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 RFP Depot, 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>

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:

revised 3-13-08

INVITATION TO BID #782-10045**PART I - INFORMATION/SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale (City) requests competitive sealed bids from qualified vendors, hereinafter referred to as the Contractor, from the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, to provide storage and retrieval services of its City records. The Contractor's storage facility is required to be located within the Tri-County area of Miami-Dade, Broward and Palm Beach Counties, FL.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by RFP Depot. 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 RFP Depot 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. TRANSACTION FEES

The City of Fort Lauderdale uses RFP Depot (www.rfpdepot.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.rfpdepot.com for further information.

04. PRE-BID CONFERENCE

There will be a pre-bid conference on June 6, 2008 10:00 am at City Hall, 100 N. Andrews Avenue, 2nd Floor Conference Room.

It will be the sole responsibility of the bidder 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.

While attendance is not mandatory, it is strongly suggested that all bidders attend the pre-bid conference.

05. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall expire three years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the

Contractor shall continue the service upon the request of the 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 is invoked by the City.

06. COST ADJUSTMENTS

All pricing must include delivery and be quoted FOB: Destination. Prices quoted shall be firm for the first year of the initial contract term. Thereafter, any increases which may be approved by the City shall be subject to the following: Costs for any yearly 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.

07. ELIGIBILITY

To be eligible for this ITB, the proposing Contractor(s) shall have their storage facility located within the Tri-County area of Miami-Dade, Broward and Palm Beach counties, have a minimum of 3 years experience in the storage, retrieval, return and destruction of records and the Contractor's storage facility where the City records will be stored, must be certified to withstand category three Hurricane wind and impact. The Contractor(s) shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the ITB specifications. Contractor shall provide a list of client references to include current clients, past clients, government agencies, as well as the number of years in business. Contractor shall also provide a letter from a licensed architectural or engineering firm, substantiating that the Contractor's storage facility where the City records will be stored, is at the minimum, constructed to withstand category three-hurricane force wind and impact.

08. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this ITB 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 which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate

information in his 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 of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid 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. INVOICES/PAYMENT

The City will accept a single monthly invoice for contract services. All invoices shall contain details and also a break down of each records transaction between the City and the Contractor for ease of identification and internal City audit. (All retrievals, returns, new box pickups or destructions must be broken down by each individual order placed by the City to the Contractor). The invoice should also include a breakdown of the monthly storage charges of each type of record stored, i.e. standard size storage boxes, double-size boxes, triple size boxes, check boxes etc. 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.

10. 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.

11. 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.

12. 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 contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

13. 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. This trial period will then become part of the initial contract period.

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

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/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. 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. 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.

18. 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 and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Statutory 440.055
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.

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 both General Liability and Automobile.

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

19. SUBCONTRACTING

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

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.

20. 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/documents/lobbyistDocs/lobbyistord1009.pdf>.

21. 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. 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.

22. CONTRACT AWARD

The City reserves the right not to award this ITB to the lowest priced Contractor if the City determines that the lowest priced Contractor does not meet the City's specifications in this ITB. If the Contractor with the lowest bid does not meet the City specifications as stated in this Invitation to Bid (ITB), the next lowest Contractor's bid will be evaluated; this may continue until the City determines a Contractor that meets its' specifications.

23. CONFIDENTIALITY

The City of Fort Lauderdale is supplying original documents of its public records. All originally supplied documents are strictly confidential and must be carefully safeguarded. Safeguards against theft, unauthorized reproduction or distribution, loss, and/or damage must be maintained at the highest levels. The City reserves the right to hold the Contractor responsible for the theft, unauthorized reproduction or distribution, loss and/or damage of City Records.

24. 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.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. DEFINITIONS

Contractor – Vendor(s) who submit an ITB bid including the Contractor who is currently servicing the contract.

Data Entry – The Contractor picks up a new box from the City, the Contractor inputs identifying information about the new box into the Contractor's Computer system.

New Box pickup – Contractor picks up a box from the City, which is a new box and hasn't been placed into records storage before

Destruction – The City requests that the Contractor permanently take a City Records box, that has met its State Retention requirements, out of storage and then the Contractor cross shreds or shreds the box.

Reshelving - Reshelving means Contractor puts a box back on the Contractor's shelf after picking the box up from the City, to whom the box was originally delivered to by the Contractor.

Retrieval – Retrieval means taking a box from Contractor's storage facility and delivering the box to the City.

Returns – Returns means a box that has been retrieved and delivered to the City by the Contractor and can now be picked up by the Contractor and returned to the Contractor's records storage facility.

Standard Retrieval – means next business day delivery and/or pick up by the Contractor to/from the City.

Current City boxes – boxes that have already been placed into storage by the Contractor for the City.

02. SCOPE OF WORK

The City of Fort Lauderdale is seeking a qualified Contractor to store the City's current and future records at Contractor's own facility and also provide records retrieval, return and destruction services to the City. If an award is made to a new Contractor, it is anticipated there may be a charge to move the boxes out of the current facility. The new Contractor shall indicate any and all charges associated with this move, in the bid response, in the Pricing section, under Initial Transfer costs, section a. Also, if a new Contractor is awarded this contract it is anticipated that there may be a charge by the current Contractor to assist in the removal of City records from their facility. The current Contractor shall indicate any and all charges, in the bid response, that may be applicable to these services, if records removal is required. This cost shall be indicated in the Pricing section, under Initial Transfer costs, section b. It is anticipated that the current Contractor and the new Contractor (if applicable), under the supervision of City's Records Manager, shall coordinate this move.

2.1. Specifications for Records Storage:

a. The Contractor awarded this ITB shall be responsible for the initial pick-up and transfer of approximately 20,500 standard size boxes, (1.2 cubic feet), of City records to

Contractor's storage facility from the City's current storage Contractor. The City also has approximately 600 "check boxes", 300 "off size" boxes and 200 plan bags of records also on the site of the current contractor, which are also required to be moved if this contract is awarded to a new Contractor. These numbers are estimates and are for information and tabulation purposes only; no warranty or guarantee of quantities needed is given or implied. The Contractor will, if applicable, provide all equipment, materials, labor and transportation that may be necessary to unshelve, all existing City records from the City's current Contractor's storage facility, transfer, inventory (or catalog), and reshelve and/or relabel those records at the successful Contractor's storage facility. The current City Contractor's storage facility is located in Boynton Beach, Florida.

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

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

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

e. Contractor's storage facility must have a minimum of 37,800 cubic feet* of additional storage for the City's present and future records storage needs.

*37,800 cubic feet is just a measure of total volume, does not include the area around the boxes required by the State of Florida building code.

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

g. Facility Access: Contractor shall ensure limited access to City records by Contractor's personnel and protect City records from theft, unauthorized reproduction or distribution, loss or damage.

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

i. Ordering and delivery times: The City will have, at the minimum, until 4 pm on any business day to process orders through the Contractor and the Contractor will, when applicable, deliver/retrieve to the City its records by 3:30 pm the following business day. Over 90% of the orders requested from the City will be the standard next day retrieval/return type.

j. Records Retrieval/Return/New Box Storage Services: Contractor will provide Retrieval/Return and New box pickup service of City records from all City departments for storage. Pickup services may be on an as needed, weekly or bi-monthly service. Contractor shall not pickup any records that have not been authorized by the City's Records Manager or designee of the Records Manager.

Standard Retrieval>Returns of current City boxes in storage have averaged approximately 25-30 separate transactions per month for the last few years; almost all of these transactions were requested on an as needed basis. (The City had approximately 2,300 boxes delivered from and returned to storage in the year 2007). The Contractor will charge the City one standard delivery retrieval/return charge (if applicable when boxes are delivered and picked up at the same City location on the same date and time).

New Box pickup services will be scheduled on an as needed, weekly or bi-monthly basis. All pickups will be coordinated through the City's Records Manager or designee of the Records Manager. Based on the last 2 years, the City has averaged 95 new box pickups per year with approximately 2,000 new boxes picked up from various City Departments and placed into the Contractor's storage facility. New Box Pickups can vary on size from 3-4 boxes to over 100, depending on the City's needs at the time. For bid tabulation purposes, Contractor will pick-up 45 New boxes per week.

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

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

l. Contractor will be responsible for retrieving records for City personnel and delivering those records to specified City Departments. The City's Records Manager or his/her designee will coordinate all City requests for records from the Contractor and the delive-

ry of such records to the requesting departments by the Contractor. Contractor will not accept any requests for records retrieval from any other person except the City's Records Manager or designee. Request requirements may vary with regard to quantity of records and deadlines. See Pricing, number 08. for Standard Retrieval request.

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

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

o. The Contractor will be required to have Internet capabilities that would enable the City's Records Manager access to check on the availability of records in storage and facilitate records requests, if needed. Contractor shall provide the City's Records Manager and his/her designee with training in how to access this information. If there is a charge for this training, Contractor shall indicate that cost in the Pricing section, number 27.

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

q. The City of Fort Lauderdale is currently using a standard 15"x12"x10", 200#, 2-piece bottom, corrugated storage box with insert handles and lid, which it purchases from a vendor. The City may continue to supply its Departments with these boxes. Bidder is requested to submit as a part of its bid, a price for a box of equal quality, in the Pricing section, number 19. Bidder shall submit a price based on an estimated quantity of 2,000 boxes per year. Bidder will be required to provide a sample box to the City, after bid opening, if the City should request it. The City reserves the right to accept or reject Bidders box, if in the City's determination, it is not in the best interests to accept.

r. Contractor will assist the City's Records Manager in inventorying City records during the initial move and after the initial move, if needed. If there is a charge for assisting the City Records Manager in inventorying City records, please indicate in the Pricing section, numbers 22 & 23.

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

03. PRICING

The Contractor will be responsible for all costs incurred in the performance of all Contract services as detailed in the ITB. These costs include, but are not limited to: all materials, equipment, labor, transportation, pick-up, re-delivery of City records, and records storage facilities. **The total cost to the City of Fort Lauderdale shall be based on the following considerations: cost monthly and yearly/per box of stored records; cost for standard retrievals; costs for reshelving a box (including unshelve, return, and reshelve, if applicable); cost for new box pick-ups; box handling costs; data entry costs - (after initial move); box destruction costs; permanent removal costs.**

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

- a. Initial cost of the transfer, inventorying and reshelving of an estimated 20,500 boxes, 600 check boxes, 300 out-size boxes and 200 Plan Bags of records to the Contractors storage facility. These costs should include all Contractors' costs including all equipment, labor, materials and transportation.
- b. Cost for the current Contractor to remove the estimated 20,500 boxes, 600 check, Boxes, 300 out size boxes and 200 plan bags from the storage facility.
- c. Cost for "emergency" (2 hour) retrieval services, all inclusive (from the time request is received by the Contractor), and the maximum number of boxes included in this price.
- d. Cost for "same day" (4-6 hour) retrieval service, all inclusive (from the time request is received by Contractor), and the maximum number of boxes included in this price.
- e. Cost for "standard" (24 hour) retrieval service, all inclusive (from the time request is received by Contractor), and how many boxes are included in this price. If your service is different from the time frames above, please state what your turnaround service time is and how many boxes are included in this price. The City has under its current contract requirements, the ability to have box returns picked up at the same location and at the same time as when a box retrieval is delivered, if needed. Example, if a City Department has a standard delivery retrieval scheduled, the contractor will also be required to pick up any box returns or new box pickups, at the same time, if requested, by the City Department. Any deviation to this requirement must be explained in the Price section, number 08.
- f. Cost for retrieval, all inclusive, if records are picked up from and re-delivered to Contractor's storage by a City employee. This cost should be broken down to reflect Contractor charge to pull the box off the shelve and reshelve box.
- g. Cost to store per/box of records: monthly and annually.
- h. Cost for Contractor to assist the City's Records Manager in packing/repacking boxes of records, if necessary, at some other City departmental location. Please quote a price for the above on a per box basis for: 1) the initial move, or, 2) any time during the length of the contract.

i. Cost for Contractor to assist the City's Records Manager in inventorying City records. Please quote, in the Pricing section, numbers 22 & 23., a price for the above on a per box basis for: 1) the initial move, or, 2) any time during the length of the contract.

j. The City estimates that an annual volume of 2000 boxes of new City records will need to be stored per year. The City is requesting that Bidder's provide the City with pick-up prices of 45 boxes per week from various City departments.

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

Please quote in the Pricing section, number 24., on this type of service and include any restrictions your company may require. No City employee will be given access to City records at the Contractor's facility without prior written permission from the City's Records Manager, or his/her designee. The City's Records Manager, or his/her designee, will coordinate all requests for records including requests by City employees to visit the Contractor's facility and will notify the Contractor of such an occurrence.

l. Cost for retrieving records and faxing copies of documents. Please quote on per retrieval basis and a per fax basis. Please state if quantities are limited and what those limits are. The City's Records Manager or his/her designee will coordinate all fax requests. **No fax copies of any City records will be sent to anyone without the express permission of the City's Records Manager, or his/her designee.** The Contractor shall also supply the City's Records Manager with a monthly fax report which includes: date faxed, number of documents faxed, corresponding charges, Department name and fax telephone number of recipient.

m. Cost for training City's Records Manager and his/her designee, if applicable, in accessing Contractor's Internet system.

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

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

p. Cost for Data Entry of City Records, both the initial move (New Contractors) and after the initial move (All Contractors). Cost for after the initial move is Data Entry for all new boxes.

04. TIME FOR PERFORMANCE/PENALTIES FOR CONTRACTOR DELAYS

Contractor shall have a turn around time for pick up and delivery of City Records as indicated on the requests sent by the City's Records Manager in accordance with bid specifications, i.e.: emergency, same day, or standard (next day) service. The Contractor at his/her sole expense shall correct contractor errors within two (2) working days of notification of such errors by the

City. Compliance to these deadlines is essential and any delays on the part of the Contractor will be subject to a penalty of \$100.00/per day, beyond the normal deadlines as outlined in this bid. Any delay caused by "force majeure", or circumstances beyond the Contractor's control will be exempt from this penalty, provided the Contractor provides the City with proof of such a delay.

05. SAMPLE REQUIREMENT

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

It is the City's intent to pay the awarded Contractor for their inventory sample, if a charge is applicable; however, if Contractor will charge the City to provide the required sample, this should be so indicated in the space provided in the Pricing section. The City will retain the samples as the standard of quality to be provided by the Contractor throughout the Contract period.

06. PERFORMANCE TRIAL, EVALUATION & AWARD

The successful Contractor will be evaluated during an initial 30, 60, or 90 day trial Contract performance period, at the City's option. During this time the successful Contractor will be rated on the following factors: quality of service performed, quality of product provided, timeliness of service performed, responsiveness to the City's needs.

If the Contractor successfully completes the trial evaluation, the initial three (3) year contract period shall commence FOLLOWING City Commission award, after the successful trial period. The City's Records Manager will perform the evaluation with input from other City Departments/Divisions. If the Contractor's performance is determined to be dissatisfactory at any time during the trial period, the City reserves the right to terminate the trial, with written notification to the Contractor, and the City shall issue a trial award to the next lowest responsible Contractor, under the same Performance Evaluation terms and conditions.

In the event of trial cancellation, the unsuccessful Contractor shall provide the City of Fort Lauderdale and the new Contractor access to its storage facility, and shall also provide assistance to the City and the newly appointed Contractor in accessing and removing the City's records from its storage facility. The City's Records Manager will coordinate coordination of the removal of all City records from Contractor's facility. Removal of City records from Contractor's facility will be made within thirty (30) working days from the re-award of this contract to a new Contractor.

In the event the City is unable to re-award the Contract to the next qualified low Contractor under the original bid process, and a re-bid is required, the Contractor shall store the City's records, at no cost to the City, until a new Contract can be awarded.

Since the retention of City records is an ongoing process, the City will need continuing storage of future records. **Any purchase order issued as a result of this contract shall contain an estimate of the City's annual requirements.** Except as noted herewith, all other terms of the General Conditions, Form G-107, Paragraph 3.18 are included by reference.

ITB #782-10045: QUESTIONNAIRE

PLEASE ATTACH ADDITIONAL PAGES AS NEEDED AND ANSWER THE QUESTIONS IN THE SAME ORDER AS PRESENTED

1. a. How many days will it take to perform all services connected with the initial transfer to storage of the estimated 21,500 boxes of current City records from current vendor storage to your facility for storage?

/days /ARO

b. After City approval of a contract, how many days will be required before you are able to begin the retrieval and return services required?

/days /ARO

2. a. Indicate the number of years your company has been in business providing these services.

/years

b. Provide as an appendix to your bid, a list of principals and key employees and a summary of their experience.

3. Give the location of the facility at which these services will be performed, if different from your company address, as provided on the Bid/Proposal Signature Page.

4. Provide a sample copy of your company's monthly inventory report, transaction report and new box input report.

5. Provide a sample of your company's invoice.

6. Provide a letter from a licensed architectural or engineering firm substantiating that the storage facility where the City records will be stored meets the requirements of A.S.C.E. (American Society of Engineers) 7- 02 as adopted by the 2004 Florida Code, for wind and resistive standards of building construction, with particular attention to the exterior walls and roof structure. The letter should substantiate that the Contractor's facility where the City records will be stored, is at the minimum, constructed to withstand category three-hurricane force wind and impact.

7. Is the Contractor’s storage facility, where the City records will be stored, located outside of a designated Hurricane Evacuation area?

8. Please check yes or no to the following requirements below for the Contractor’s storage facility, where the City records will be stored:

Air conditioned - Yes No

Security alarm system - Yes No

Fire sprinkler system - Yes No

Is your fire sprinkler system a wet or dry system – Wet Dry

Regular Pest Control Services - Yes No

In the records storage area.

City records will be stored no less - Yes No

than 2 feet above the floor.

Fire Extinguishers marked in - Yes No

accordance with Fire Department regulations throughout the facility.

8a. Does the Contractor have an additional 37,800* cubic feet of records storage space at their facility to accommodate the projected City’s storage needs, while providing the same services under the same conditions?

***37,800 is just a measure of total volume. Does not include the area around the boxes required by the State of Florida building code.**

9. Please indicate how your company takes box retrieval/return orders, for example, email orders, fax orders, phone orders, all of the above, etc.

10. Please indicate what is the latest time your company will accept orders for standard retrievals and returns on one business day and what is the latest time the next business day can the City expect the retrieval/return? Example: 4 pm is the latest time your company will accept orders for standard retrieval/return on Monday and 3:30 pm Tuesday is the latest time the next business day the City can expect service.

11. Does your company provide as standard services, retrieval and return of boxes from the same location at the same date and time for one standard delivery charge? If your company does not provide this service at the same time, please indicate the difference in time between the two. If your company does not provide these same services at the same time, does it have a separate charge for retrievals and returns? Please indicate what the separate charges are.

12. Does your company charge 1 retrieval and/or pickup fee for delivery to one address, even if there are separate orders on different floors of the same address or are there separate charges for each Department and/or floor of an address?

12a. An example: the Building Department has the Planning and Zoning Division and Code Compliance Division located at the same address, (700 NW 19th avenue, the same floor, (1st floor), but they are located in different parts of the building. If both the Planning and Zoning Division and the Code Compliance Division had deliveries scheduled for the same day and time, would one Standard Retrieval charge be applicable or two?

13. Please indicate how your company plans on moving the estimated 21,500 boxes of City Records from the Current facility where they are stored in Boynton Beach, Florida to your facility, if your Company is awarded the ITB. This question is for all new Contractors. The current Contractor should explain how they plan to remove the boxes at the current storage facility if a new Contractor is awarded the ITB.

14. Please indicate what your company's procedures are for on-site Records Destruction.

15. Does your company deliver and pick up records in closed, preferably air conditioned vehicles?

16. Does your company provide internet access to check on box availability and does this system provide order request capabilities?

**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.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City uses automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, RFP Depot. Notices of Invitations to Bid (ITB'S) are sent by e-mail or fax 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 RFP Depot 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 RFP Depot. 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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 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.

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 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 it's 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 16-03-196479-54C.

- 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; 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:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, 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, 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 state 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 Manager or selected designee.
- 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.

<u>NAME</u>	<u>RELATIONSHIPS</u>

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 #782-10045 - RECORDS STORAGE & RETRIEVAL SERVICES

Overall Bid Questions

Question 1

Is there any document scanning involved? (Submitted: May 29, 2008 11:05:56 AM EDT)

Answer

- No, there is no document scanning required for this ITB. (Answered: May 29, 2008 11:41:04 AM EDT)