

REQUEST FOR PROPOSAL

I NATURE OF PROPOSAL

The Town of Davie, acting as lead agency for the Broward Governmental Co-operative Purchasing Group invites qualified firms or individuals to submit a proposal along with statements of qualifications and experience, a rate schedule including cost per image, 16mm and 35mm microfilming, roll film, duplicating, various methods of indexing, jacketing, preparation of documents, destruction of records, and pickup and delivery for off-site as well as on-site microfilming, a complete list of all equipment, number of employees and a list of at least three (3) references for consideration to provide microfilming services which may include, but not be limited to, the following:

- A. Microfilming of Resolutions, Ordinances, agendae, minutes, personnel files, property files/appraisals for the Town Clerk's Office.
- B. Microfilming of various documents for the Building Division.
- C. Microfilming of various records in the Police Department.
- D. Microfilming of various records in the Fire Department.

The successful contractor will be required to prepare the records for microfilming. In addition, the contractor may be required to destroy records upon authorization by the appropriate personnel within each entity. The successful contractor will meet all the requirements of the Rules of the Department of State, Division of Library and Information Services, Chapter 1B-26, Records Management-Standards and Requirements concerning the microfilming of public records. The co-op selection committee reserves the right to inspect the facilities of any contractor in contention to be awarded this contract.

All microfilming shall be done on silver gelatin type on polyester based film with diazo ammonia processed for duplicates. Should the participating entity determine that there is a need to review any documents which are in the possession of the successful contractor for microfilming purposes, the successful contractor shall coordinate with the entity to arrange for the review of said documents.

The microfilm should be in a format that would make a later conversion to CD-Rom format achievable. Indexing and coding of the microfilm should likewise be done with an eye towards subsequent conversion to CD-Rom format.

This is a cooperative Request For Proposal issued by the Town of Davie on behalf of the participating agencies referenced herein . Any reference in this document to a single entity shall apply to all participating entities referenced in this Request For Proposal. The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE BROWARD CO-OP PURCHASING GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS SOLICITATION. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

Some of the co-op members may currently have a contract in place for the services listed herein. Those entities may participate at the expiration of their current contracts.

II SELECTION PROCESS

The Town will accept proposals through 2 p.m. on Tuesday, August 25, 1998. Proposals will be reviewed by a committee made up of co-op members. This committee will short list and may interview candidates deemed to be the most highly qualified to perform the required services. Cost of services will be considered along with other criteria listed above. In no event will price be the sole consideration in selecting the most highly qualified firm(s) or individuals. The short listed firms will be given a representative sample of the type of documents that they will be asked to handle during this contract. The shortlisted firms will microfilm the sample documents and bring the finished product with them to the oral presentation. The co-op selection committee reserves the right to have an independent third party firm check density, resolution, etc. The committee will make a recommendation to the Town Council, which will make the final decision by resolution at a future date.

III. INFORMATION

For further information proposers should contact Herb Hyman, Procurement Manager at 797-1016.

IV. TERM OF CONTRACT

Proposers will be submitting proposals for a three (3) year contract. The contract may be renewed for up to three 1 year terms by mutual agreement of the parties.

V. PARTICIPATING AGENCIES

Town of Davie
City of Fort Lauderdale
City of Tamarac
City of Coral Springs
City of Hallandale
City of Pompano Beach

City of Margate
City of North Miami
City of Deerfield Beach
City of Parkland
City of Coconut Creek

The following entities are Co-op members and may participate pursuant to the provisions of Section I of this specification:

City of Plantation
Port Everglades Authority
Broward County
City of Oakland Park
City of Miramar
City of North Lauderdale
City of Cooper City
City of Boca Raton
Dade County Public Schools
City of Dania
HRS. State of Florida, District #10
City of Lauderdale Lakes
Miami-Dade Community College
City of Opa-Locka

Broward County Sheriff
City of Wilton Manors
Broward Community College
City of Pembroke Pines
City of Lauderhill
City of Sunrise
City of Hollywood
Broward County Courthouse
City of Homestead
Housing Authority, Fort Lauderdale
City of Lauderdale-by-the-Sea
City of Lighthouse Point
Miami Shores Village
South Florida State Hospitals

VI. QUANTITIES

___The participating co-op members estimate the yearly usage to be approximately 1500 boxes of documents per year. However, the actual quantities may vary from this estimate and the co-op offers no guarantee of actual usage. Each participating agency will avail themselves of the resulting contract as their respective budgets allow.

VII. CONFIDENTIALITY

___Each participating agency will be supplying original documents. All originally supplied documents to be microfilmed are strictly confidential and must be carefully safeguarded. Safeguards against theft, loss, and /or damage must be maintained at the highest levels. The contractor will be held responsible for lost, stolen, and/or damaged original documents. The contractor will be fined up to \$1,000.00/document for any lost, stolen, or damaged documents. No unauthorized reproduction or distribution of any participating agency document will be permitted.

VIII. ADDITIONS AND/OR DELETIONS OF SERVICES

___The Town may require additional services, and services of a similar nature, during the contract term which are not specifically listed herein. The contractor agrees to provide such services and shall provide pricing consistent with the established pricing (i.e. use the same formula or methodology).

If the prices or terms offered are not acceptable to the Town, and an agreement cannot be reached, the Town reserves the right to procure these services from other qualified contractors or to cancel the contract upon written notice.

IX. INSPECTION

___A sample of the various documents to be microfilmed is available for inspection by contacting the appropriate co-op member for each participating agency. A complete co-op address and phone list has been provided for you with this document.

X. TESTS/REPORTS

___A Methylene Blue Test shall be performed by the Contractor on every 10th roll of microfilm (or with every new batch of processing chemicals, whichever occurs more frequently) to ensure residual standards are being met in accordance with ANSI standards for residual thiosulfate levels.

A monthly report is to be submitted to the appropriate person within each entity. This report should document the average density of both original silver and diazo duplicate rolls of microfilm, as well as the Methylene Blue test results for the original silver rolls of film. This report should minimally include such identifying information as: date filmed, roll number, date of methylene blue test and test results and number of images/documents filmed on each roll of film.

XI. DEADLINES

___Deadlines may vary from one entity to the next. The successful contractor shall be responsible for meeting any deadlines imposed by each participating agency.

XII. RETAKES

___If the Town determines that any document is not legible due to the duplication process, that roll is to be reduplicated and reinspected at the sole expense of the contractor. Any image that is not legible due to improper filming shall be retaken, spliced into its proper location on the original silver roll of film and then duplicated onto a solid silver roll of film without splices at the sole expense of the contractor. Diazo duplicates are to reflect any retakes and be one solid roll of film without splices.

XIII. PUBLIC ENTRY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal for a contract to provide any goods or services to 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, and 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 for category two for a period of 36 months from the date of being placed on the convicted vendor list.

XIV. REGISTRATION OF LOBBYISTS

Firms or Individuals who wish to contact any official of the Town outside of a pre-submission conference or written request for information procedure must first register with the Town Clerk as a lobbyist for this Request for Proposal. Failure to register before contacting any official will result in disqualification of the proposal and submissions will not be considered. Lobbying Registration Certificates (attached hereto) should be mailed to:

Town of Davie
Town Clerk
6591 Orange Drive
Davie, Fl. 33314-3399

XV. INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automotive Liability Insurance and Professional Liability Insurance. The Contractor shall carry in force at all times the insurance coverage and the Town will be included as "Additional Insured". Insurance requirements are as follows:

Worker's Compensation & Employer's Liability Insurance
Limits:

Worker's Compensation - Statutory

Employers Liability - \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee)

Commercial General Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations; products/completed operations; contractual liability; independent contractors.

Business Automobile Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and

Property Damage. This shall include coverage for: owned autos, hired autos and non-owned autos.

Insurance must be furnished to the Town's Purchasing Division and notification received of its approval by the Town PRIOR TO THE COMMENCEMENT of any work. The Town will be given fifteen (15) days written notice of any cancellation or material change in any policy. Contractor shall furnish co-op members with a certificate of insurance upon request.

XVI. INDEMNITY/HOLD HARMLESS

The contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

XVII. PAYMENT

The Town will accept invoices no more frequently than once a month. Each invoice shall be accompanied by records fully detailing all amounts stated on the invoice. Payments will be made in accordance with the accepted practice of each co-op agency. In no case will the payment date exceed the legal requirement as set forth in the Florida Prompt Payment Act.

XVIII. CANCELLATION

The Town of Davie reserves the right to cancel this contract upon written notice should the contractor fail to reasonably perform services as outlined herein.

XIX. SUBMISSION AND RECEIPT

Interested firms or individuals should submit their proposals along with resumes of key personnel by 2 p.m. on Tuesday, August 25, 1998.

An original and five (5) copies of the proposal should be submitted to:

Town of Davie
6591 Orange Drive
Davie, Florida 33314
Attn: Purchasing Division
"Proposal for Microfilming Services"