



CITY OF NORTH PORT
Request for Quotation 2019-34
THIS IS NOT AN ORDER

December 06, 2018

CITY OF NORTH PORT
Finance/Purchasing Division
4970 City Hall Blvd
North Port, Florida 34286

Contact Person: Justin Daly, Contract Administrator I
Contact Phone: 941-429-7102
Contact Fax: 941-429-7173
Contact Email: purchasing@cityofnorthport.com

QUOTE DUE DATE: January 17, 2019 AT 2:00 P.M.
SUBMIT ALL QUOTES TO: purchasing@cityofnorthport.com

PUBLIC RECORDS MANAGEMENT

INSTRUCTIONS TO QUOTERS:

To be considered, your properly completed Quote Form must be received by the City's Purchasing division by the Due Date above. Quotes must be delivered to the City via email, facsimile, mail or in person. The Quote Form below must be used to submit a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for \$100,000 or more. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this request for quote and re-solicit using another procurement method. If in your opinion the goods specified herein cannot be delivered under this dollar threshold, please notify the City's Purchasing Division via email.

1. Refer to this Request for Quote (RFQ) Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply with the Instructions, Terms and Conditions, and Specifications contained herein.
3. Prices quoted are to be freight included or firm freight amount is to be listed.
4. Material markup shall not exceed industry standard for a municipality.
5. Any applicable travel should be portal (the Contractor location) to portal (City of North Port – one travel, not to our facility and then again to any individual location of work.)

Please note: If you are unable or do not desire to quote, please indicate on the Statement of Non-Submittal Form and return to the City's Purchasing Division.

PURPOSE: It is the intent of the City of North Port (hereafter "City") to secure services of a qualified firm who can access and evaluate the City's current public records management policy and software systems to either develop a new public records management plan, or to make recommendations on how to improve the policy and system's level of efficiency, productivity, functionality, and connectivity.

QUOTE PRICES/TERMS OF CONTRACT: The City anticipates entering into one (1) or more contract(s) with one (1) or more Firm(s) who submits quotes judged to be most advantageous to the City. The City may also award the project in parts with multiple contracts if it is determined to be in the best interest of the City. The price quoted shall include Quoter's cost in full for all transportation, labor, materials, consumables, equipment, and all other related cost(s) used in creating and providing the goods and services specified herein. The term of this contract shall be from the date of award through and including **JANUARY 31, 2020**, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents should be submitted to the City's Purchasing Division in written form as a request for interpretation no later than five (5) business days prior to Quote due date (or shall be verbally addressed at the pre-quote conference, if applicable).

Interpretations made will be in the form of an addendum to the documents. The City will attempt to notify all prospective quoters of addenda issued to the quote documents; however, it shall be the responsibility of the quoter, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City's Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their quote. Receipt of all addenda by each quoter must be acknowledged on the quote form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City is not responsible for quotes not submitted on time.

If you have any questions, concerns, or problems accessing the quote package using the link, please contact Justin Daly, Contracts Administrator I, at 941-429-7102. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. **No verbal requests will be honored.** All questions and clarifications must be submitted via e-mail or facsimile by **January 10, 2019 at 2:00 PM.**

EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS/SITE: Prior to submission of the quote form, quoters shall carefully examine the terms and conditions in this document, special provisions, and all other related quote documents, including all modifications thereof, incorporated in the quote package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

Examination of site: Prior to submitting the quote form, each quoter shall examine the site and all conditions thereon during the pre-quote meeting, if applicable or as requested. All quote forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself/herself with such conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications and drawings (if applicable).

DEFINITIONS:

- **Addenda:** a written change to a solicitation.
- **Contract:** The submitted Quote forms signed by the Contractor, together with the complete quote solicitation and any Purchase Order(s) furnished by the City shall constitute a binding contract.
- **Contractor or Vendor or Firm:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.
- **Quote or Submittal:** Any offer submitted in response to this RFQ, including all applicable forms.
- **Quoter:** One that submits a quote in response to this request for quote.
- **Responsible:** Refers to a quoter that has the capacity and capability to perform the work required under a Request for Quote and is otherwise eligible for award.
- **Responsive:** Refers to a quote that contains no exceptions or deviations from the terms, conditions, provisions, specifications, and drawings (if applicable) as set forth in the Request for Quote.
- **Request for Quote (RFQ):** This solicitation document, including any and all addenda.
- **Solicitation:** This written document requesting quotes from the marketplace.

TERMS AND CONDITIONS:

In the event of any conflict between the Terms and Conditions of this RFQ and the City's Purchase Order Terms and Conditions the following Terms and Conditions shall control:

FREIGHT: FOB Destination, (4970 City Hall Blvd North Port, FL 34286), City of North Port, FL (if applicable)

Unless otherwise specified herein, deliveries shall be made, and work shall be performed during normal business hours Monday through Friday from 8:00am – 4:00pm.

ESTIMATED QUANTITIES: It is understood that the quantities contained herein are approximate only and are solely for the purpose of facilitating the comparison of quotes, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, Special Provisions or Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Quoter wishes to make a substitution to the specifications, the Quoter shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing substitution is subject to disqualification if the City does not approve the substitution.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the City will proceed on the assumption that the quoter intends his/her quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

CRITERIA FOR AWARD: Firms are ranked according to the evaluation criteria below and shall not be limited to considerations listed in this solicitation. The City shall be the sole judge as to the merits of the submittals, and the resulting award to the most qualified, responsive, and responsible quoter or quoters, who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City reserves the right to award this quote in whole or in part, or by line item, whichever is in the best interest of the City.

The City reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

The City reserves the right to reject the quote submittal of any Quoter who has previously failed to perform properly, or on time, or who is not able to satisfactorily deliver the goods or perform the services specified herein.

It is expressly understood by the City and the Contractor that award of the Contract is contingent upon appropriation of funds by the City Commissioners.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the City and a purchase order, shall constitute a binding contract (hereinafter "contract documents"). The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the City's quote package when a purchase order, signed by the Purchasing Manager, is transmitted to the Quoter. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Quoter. Failure to comply with the conditions set forth in

the purchase order shall be deemed a breach of contract subjecting the Quoter to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

NON-EXCLUSIVE CONTRACT: Quoter acknowledges and agrees that services under this Contract are to be requested by City on an as-needed basis only, and no representation or guarantee is made by City to quoter that City will utilize quoter's services exclusively or at all. No guarantee of services or volume of work is implied. This Contract does not entitle quoter to exclusive rights to City contracts. The City reserves the right to acquire services from other companies if deemed appropriate.

CITY RESERVED RIGHTS: The City reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the City reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received on the first submission date may be rejected by the City depending on available competition and timely needs of the City.

WARRANTY: All warranties express and implied, shall be made available to the City for goods, equipment, and services covered by this solicitation. Contractor warrants that all services to be provided under this Contract shall be performed in a professional manner conforming to generally accepted industry standards and practices. Failure on the part of the City to reject inferior workmanship or to note nonconforming materials or equipment will not be construed to imply acceptance by the City.

SUB-CONTRACTING: The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting **to not less than 50%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

TAXES: The City is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work. The quote shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to Contractor for items Contractor purchases, regardless of whether these items will be transferred to the City.

PAYMENT: The City's Finance Department shall issue payments in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and approval of same by the City indicating that the goods and services have been delivered and/or performed in conformity with this Request for Quote.

The City reserves the right to pay for purchases made under any Contract resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the City credit card, an original invoice should not be mailed to the City's Finance Department. Only the detailed/itemized credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work, or a designated portion of it in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the work, the operation must be continuously prosecuted during normal hours to its completion. At no time shall the Contractor suspend work for any reason, for more than seven (7) calendar days, excluding delays granted for inclement weather.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provision and/or Technical Specification shall result in the Contractor being considered in default and subject to suspension of this contract.

Contractor shall furnish to the City, in such detail and as often as requested, full reports of the progress of Contractor's Services irrespective of its location. The presence of an inspector shall in no way lessen the responsibilities of the Contractor.

TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of funds by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

Termination by Contractor: Contractor shall have the right to terminate services only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he/she shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or City law(s), code(s) and ordinance(s), as each may apply.

DAMAGES: The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection as deemed necessary by the City, and any of its personnel to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of the work. Areas adjacent to the work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

If applicable, mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work. Driveways and City roads impacted during the work shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners' egress and access. These provisions apply to the warranty period after City approval of completion of the contract. The work limits at each work zone area shall be agreed to by the Contractor and the City prior

to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the CONTRACTOR does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; EMAIL: kpeto@cityofnorthport.com.**
6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

STATE REGISTRATION REQUIREMENTS: Any Quoter required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be

required prior to award of a contract. Any partnership submitting a quote in response to this Request for Quote shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of the Contract by the City.

EQUAL EMPLOYMENT OPPORTUNITY: City, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all quoters that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past three (3) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references.

MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures. The Contract Documents shall

constitute the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. A Contract modification or change order is a written instrument prepared by the City and signed by the Contractor stating their agreement upon the change in Contractor's Services.

UNKNOWN CONDITIONS: If in the performance of Contractor's Services, Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Contract Price and/or the Schedule of Contractor's Services may be equitably adjusted by mutual agreement by the Contractor and the City with the execution of a Change Order to the Contract within reasonable time after the conditions are first observed.

CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work, unknown conditions, or change(s) shall be determined by the rate sheet submitted with the quote, approved by the City, and incorporated into the Contract issued pursuant to this solicitation.

If the previous method is not agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

MISCELLANEOUS ITEMS: All other miscellaneous items not specifically provided for in the request for quote, but required for completion of the project and considered pertinent to the work, shall be considered incidental to the project.

INSURANCE REQUIREMENTS:

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

COMMERCIAL AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

SPECIAL REQUIREMENTS:

1. City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy and the Commercial Auto Policy.

All certificates of insurance Certificates must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful quoter. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract period. Renewal certificates shall be sent to the City thirty (30) business days prior to any expiration date. There shall be a thirty (30) business day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the quote response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted quotes at the same price, terms and conditions, with preference given to the quoter who has signed the affidavit.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a quote on a contract to provide any goods/services to a public entity, may not submit a quote on a contract with a public entity for construction or repair of a public building or public work, may not submit quotes 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, for Category Two, for a period of 36 months from the date of being placed on the convicted contractor list".

SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

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SCOPE OF SERVICES:

PURPOSE: To secure the services of a qualified Firm to access and evaluate the City's current records management plan and software systems to make recommendations on how to improve the plan and system's level of efficiency, productivity, functionality, and connectivity. The Firm will provide services for, but not limited to, the following tasks:

- Meet with the City Clerk and designated staff to discuss current and future needs for public records management and reporting.
- Complete onsite data collection from all City departments.
- Evaluate the current public records management policy and propose ways to make improvements, and/or to develop and deliver a new records management plan for City wide use. The Plan shall be delivered to the City in Microsoft Word format.
- Evaluate the current software systems used by the City and propose ways to improve the system(s) or propose new system(s) that can be utilized instead.
- Assist with the implementation of any plan updates, changes, or new plan and software rollout.
- Provide onsite training to each City department for the records management plan and system.
- Provide program administration assistance for future use and training.
- Provide program maintenance assistance as needed to maintain compliance.
- Help establish and refine the public records definitions.
- Provide social media archival & retention guidance and support.
- Assist with the consolidation of management access to records to facilitate government process and to assist with public records requests.
- Assist with the retention and destruction of records in ordinance with local, state and federal requirements.
- Assistance with public records request process and policy improvements.

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SUBMITTAL REQUIREMENTS:

Quoters shall include the following information and should use the following format when compiling their responses. Sections should be labeled; pages should be sequentially numbered at the bottom of the page.

A. Understanding of the overall needs of the City (3 – 8 single pages)

- The Firm shall provide a brief summary on why the Firm is uniquely qualified to provide the services specified herein.
- The Firm shall prepare and submit a detailed scope of work that includes specific tasks, deliverables, and a proposed time for completion of each task.
- The Firm shall describe their approach to problem identification and effective solution development.

B. Experience and Qualifications (2- 5 single pages)

- The Firm shall have a minimum of three (3) years acceptable and verifiable public records management experience
- Provide details of corporate experiences within the last three (3) years relevant to services requested in this RFQ
- Experience of the firm and the dedicated account team, not all firm employees' past experiences
- Total number of employees
- List all other current and relevant clients

C. References - The Firm shall complete and submit the attached "References – Client List" form. The Firm shall furnish at least three (3) current-related references with their submittal that have been in effect for at least three (3) months. The reference shall include the company name, contact person, telephone number and e-mail. The reference shall describe where services are similar in magnitude and scope to those requested in this RFQ. The City reserves the right to contact references not listed in the RFQ.

D. Supporting Materials – Provide examples that your company has produced that are similar in scope to those required in this RFQ. Additional creative submission is at the discretion of the firm.

E. Personnel – Please identify the person or persons who will be primarily responsible for the City of North Port account along with titles and resumes.

F. Cost and Price Analysis – This information is required to determine the method by which you derive your costs charged to the City. Provide a brief description of your standard billing policies, commissions, hourly rates or single blended hourly rate, if applicable, as well as a proposed cost structure options for this project. The Firm shall complete and submit the "Quote Prices Form" included herein in addition to providing the cost/price analysis information above.

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EVALUATION CRITERIA:

- A. UNDERSTANDING OF THE OVERALL NEEDS OF THE CITY FOR SUCH SERVICES, AS PRESENTED IN THE RFQ TO ACCOMPLISH THE WORK REQUIRED, ACCURATELY AND EFFICIENTLY. THIS WILL INCLUDE THE QUALITY AND ACCURACY OF THE PROPOSED SCOPE OF WORK AND PRO-ACTIVE PROBLEM IDENTIFICATION AND EFFECTIVE SOLUTIONS.**
- B. EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE OF THE FIRM, INCLUDING PERSONS PROPOSED TO PROVIDE THE SERVICES, FACILITES, RESOURCES AND REFERENCES.**
- C. COST AND PRICE ANALYSIS**

Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this RFQ as follows:

Remarks: The assigned value is judged on a scale of **0 through 5**

- 0= Information/documentation provided is not adequate for evaluation**
- 1=Poor, unacceptable, needs major help to be acceptable**
- 2=Marginal, Weak, Workable but needs clarifications**
- 3=Good, no major weaknesses, Fully Acceptable as is**
- 4=Excellent, very good, solid in all respects**
- 5=Outstanding, out-of-the-box, Innovative**

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
UNDERSTANDING OF THE OVERALL NEEDS OF THE CITY FOR SUCH SERVICES, AS PRESENTED IN THE RFQ TO ACCOMPLISH THE WORK REQUIRED, ACCURATELY AND EFFICIENTLY. THIS WILL INCLUDE THE QUALITY AND ACCURACY OF THE PROPOSED SCOPE OF WORK AND PRO-ACTIVE PROBLEM IDENTIFICATION AND EFFECTIVE SOLUTIONS.	0-5		X 7	=
EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE OF THE FIRM, INCLUDING PERSONS PROPOSED TO PROVIDE THE SERVICES, FACILITES, RESOURCES AND REFERENCES.	0-5		X 6	=
COST AND PRICE ANALYSIS	0-5		X 7	=
			TOTAL	

NOTE: Firms are to submit their quotes in the format as listed above in the Evaluation Criteria (A through C). The City estimates using approximately 80 hours or more of services for the fiscal year.

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QUOTE PRICES FORM:

**REQUEST FOR QUOTATION NO. 2019-34
PUBLIC RECORDS MANAGEMENT**

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Evaluate Public Records Management Policy and Systems and Provide Recommendations to Improve the Plan and Systems' Level of Efficiency, Productivity, Functionality, and Connectivity.	1	Lump Sum		
2	Hourly Rate for additional <u>Onsite</u> Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost- no additional markup)	1	Hour		
3	Hourly Rate for additional <u>Offsite</u> Consulting and Implementation Services "as needed".	1	Hour		

Quoter Comments: _____

Company Name

Print Name & Title of Company Representative

Signature of person authorized to bind the company

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM

**REQUEST FOR QUOTATION NO. 2019-34
PUBLIC RECORDS MANAGEMENT**

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ **Joint Venture** _____ **LLC/LLP** _____
Partnership _____ **Corporation** _____ **OTHER** _____

Federal Identification Number: _____

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: Yes or No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM CONTINUED

REQUEST FOR QUOTATION NO. 2019-34
PUBLIC RECORDS MANAGEMENT

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Mailing Address _____

Location Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Print Name & Title of Firm Representative _____

Signature of person authorized to bind the company _____ Date _____

Do you accept Visa as payment for goods/services? YES NO

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MAY BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

REFERENCES - CLIENT LIST

SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)
(At least three (3) in the past three (3) years).

1. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

2. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

3. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

4. Project Location: _____

Name of Contact Person: _____ Telephone # _____

Project Description: _____

Total Project Amount: \$ _____ Start Date: _____ Completion Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to 4970 City Hall Boulevard, North Port, FL 34286, Attn: Kathryn Peto. Notification may also be provided by fax transmission to 941-429-7008.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Name of Quoting Firm: _____

Mailing Address: _____

Location Address: _____

City & State: _____ Zip: _____

Telephone: _____ Fax Number: _____

E-mail: _____

Signature of person authorized to bind the Company: _____

Print name and title of person above: _____

Date: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day of _____, 20_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the contractor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20_____.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____ who is personally known to me or has produced his/her driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

} SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent,
_____, located at _____

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

STATEMENT OF NON-SUBMITTAL

**REQUEST FOR QUOTATION NO. 2019-34
PUBLIC RECORDS MANAGEMENT**

Statement: This form may be used, in part, to assess the accuracy of this solicitations and vendor selection; its submission does not restrict the recipient from future bids, proposals or quotes.

Please mark where applicable and return this form to jdaly@cityofnorthport.com or fax to Purchasing at 941-429-7173.

We have declined to quote on the above mentioned solicitation for the following reasons:

- Specifications too "restrictive"
- No longer offer this product/service.
- Unable to meet specifications.
- Specifications are unclear.
- Insufficient time to respond to this solicitation.
- Our schedule would not permit us to perform.
- Unable to meet bonding/and or insurance requirements.
- Other (please specify).

Explanations regarding above:

Firm Name

Telephone and email address

Date

Respondent (point of contact) Name

THIS PAGE TO BE COMPLETED AND RETURNED ONLY IF NOT SUBMITTING A QUOTE.

ATTACHMENTS:

The following attachments are incorporated into this Request for Quote:

- **THERE ARE NO ATTACHMENTS APPLICABLE TO THIS RFQ.**

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, LOCATION MAPS TO FOLLOW.



City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

JANUARY 18, 2019

TO: PROSPECTIVE BIDDERS

RE: RFQ NO. 2019-34: PUBLIC RECORDS MANAGEMENT

QUOTE OPENING EXTENSION:

RFQ DUE DATE: ~~2:00 PM, JANUARY 17, 2019~~ 2:00 PM, JANUARY 24, 2019

ADDENDUM NO. 3

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: According to the 2011 Organization Chart on the City Website, there are 9 major departments that report up to the City Manager. Would it be safe to assume that the onsite data collection would include these 9 departments, plus the City Attorney's Office and City Clerk's Office? Or, do you wish for more granular data collection, i.e. Parks & Recreation is counted as a department separate from the other General Services Offices?

ANSWER #1: More granular data is preferred as some departments like Parks and Recreation are very large.

QUESTION #2: We would need more scope definition to provide lump sum pricing for the implementation, training and ongoing support tasks. We can better define the scope and associated pricing during our on-site assessment. As such, would it be acceptable to the City if we included the first four tasks under the Scope of Services into the Lump Sum Price and quote our hourly rates for the remaining post-assessment tasks?

ANSWER #2: That would be acceptable. The Scope of Services has been updated to number the tasks sequentially, and the quote form has been updated to reference the lump sum price for tasks 1- 4 only. See the updated scope of services and quote prices form at the end of this addendum.

QUESTION #3: The stated RFP Purpose mentions "access, evaluate, make recommendations", but the detailed tasks include "implementation, training, support". Is the overall goal to provide analysis, strategy planning/recommendations, and process definition? Or is the assumption that this SOW includes the actual implementation and configuration of technical solutions and/or software?

ANSWER #3: Preferably the start of implementation and configuration of the solutions.

QUESTION #4: What timeframe is expected for completion of project/program planning?

ANSWER #4: Preferably less than a year.

QUESTION #5: What is the timeframe for having new technology/updated processes in place and users trained?

ANSWER #5: Preferably less than a year.

QUESTION #6: Number of departments/users to be interviewed?

ANSWER #6: 12 departments and number of users is unknown

QUESTION #7: Number of Users and Admins to be trained?

ANSWER #7: Unknown at this time but at minimum at least one person in each department.

QUESTION #8: Is there a certain technology solution or solution stack that the City of North Port is considering or is already in place? (e.g. Microsoft, OpenText)

ANSWER #8: The City is currently using Microsoft programs and Alchemy, SimpleWeb, Laserfiche record management programs

NOTE: THE FOLLOWING QUESTIONS ARE IN REGARD TO THE TASKS STATED IN THE RFP:

TASK #1: Meet with the City Clerk and designated staff to discuss current and future needs for public records management and reporting.

QUESTION #9: Estimated size of staff (i.e. the number of people to interview)?

ANSWER #9: Within the City Clerks Department, possibly 8.

QUESTION #10: Are all client participants on-site in Florida?

ANSWER #10: Yes.

TASK #2: Complete onsite data collection from all City departments.

QUESTION #11: Is this limited to Types of Records, RM-processes currently in place, existing pain points, and RM-related systems in use?

ANSWER #11: Yes.

QUESTION #12: How many departments exist? What is the expectation for how many departments should be interviewed? Is there flexibility in limiting the scope?

ANSWER #12: 12 departments exist, and I want all departments interviewed. I would not be flexible to limiting the scope.

TASK #3: Evaluate the current public records management policy and propose ways to make improvements, and/or to develop and deliver a new records management plan for City wide use.

QUESTION #13: Are you looking to evaluate current policy and governance that exists today for how you manage your records?

ANSWER #13: Yes

QUESTION #14: Is there a current Record Retention Schedule in place that will need to be reviewed and/or updated?

ANSWER #14: We are using the State of Florida retention schedule, GS1-SL.

TASK #4: Evaluate the current software systems used by the City and propose ways to improve the system(s) or propose a new system(s) that can be utilized instead.

QUESTION #15: Is the scope of the evaluation limited to RM-related systems and applications? Or does this extend into document management/collaboration systems

ANSWER #15: I would be open to hearing about solutions that would extend to document management systems.

QUESTION #16: Do they have a technology architecture and a list of applications/systems already documented that they can provide?

ANSWER #16: See question 8 above.

QUESTION #17: Do they have any pain points/missing functionality (per system and/or process) already identified?

ANSWER #17: Compatibility issues with previous program and want a program that is user friendly.

TASK #5: Assist with the implementation of any plan updates, changes, or new plan and software rollout.

QUESTION #18: Does this expect the delivery of an implementation plan based on the analysis/recommendations completed during the engagement?

ANSWER #18: Yes.

QUESTION #19: Does this expect actual software implementation to occur during this engagement or is that expected to be a follow-on project?

ANSWER #19: I would expect it to be a follow-on project.

TASK #6: Provide onsite training to each City department for the records management plan and system.

QUESTION #20: How many departments/users?

ANSWER #20: 12 departments, at minimum one person in each department.

QUESTION #21: What will the training cover (a system that will be selected/rolled-out following the initial engagement)?

ANSWER #21: I would like to have training follow if any software selections are made.

TASK #7: Provide program administration assistance for future use and training.

QUESTION #22: Is this training for the system administrator(s)?

ANSWER #22: Yes

QUESTION #23: How many users?

ANSWER #23: Approximately 4

QUESTION #24: What will the training cover (a system that will be selected/rolled-out following the initial engagement)?

ANSWER #24: I would like to have training follow if any software selections are made.

TASK #8: Provide program maintenance assistance as needed to maintain compliance.

QUESTION #25: Is this specific to a technology? Or to defined processes? Or both?

ANSWER #25: It would apply to both, if any technology was implemented.

TASK #9: Help establish and refine the public records definitions.

QUESTION #26: Are these included in the existing RRS?

ANSWER #26: Yes, and we follow the Florida State Retention Schedule

TASK #10: Provide social media archival & retention guidance and support.

QUESTION #27: Is this expected to be at a high-level (governance) plan level or is this a specific plan to address how social content will be archived and retained?

ANSWER #27: This would be specific to how social media is archived and retained.

QUESTION #28: What is the level of support required?

ANSWER #28: Minimal, just guidance towards best practice for archival and retention.

TASK #11: Assist with the consolidation of management access to records to facilitate government process and to assist with public records requests.

QUESTION #29: Are you requesting access management guidelines for records management and public records request processes?

ANSWER #29: Yes, we have documents in several systems and several formats and accessing each of them is difficult.

TASK #12: Assist with the retention and destruction of records in ordinance with local, state and federal requirements.

QUESTION #30: By providing software recommendations that provide this capability? Or implementing and configuring the software that manages retention/destruction? Or something else?

ANSWER #30: If software is purchased based on a recommendation, I would like it setup to provide this capability otherwise to configure current software to maintain retention.

QUESTION #31: Does this include retention and destruction of physical and electronic information?

ANSWER #31: Yes.

TASK #13: Assistance with public records requests process and policy improvements.

QUESTION #32: Does this assume process and policy definitions only or also include technology implementation?

ANSWER #32: Process and policy definitions only.

CLARIFICATIONS:

First paragraph of Page 12 of the RFQ states that all quoters shall “use the following format when compiling their responses.” It then lists 6 bolded sections labeled alphabetically “A-F”

Last paragraph of Page 13 of the RFQ states that “firms are to submit their quotes in the format as listed above in the Evaluation Criteria (A through C). There are only three sections listed.

Please clarify which format the City would like the RFQ to be submitted – those criteria described on Page 12 or those on Page 13?

CLARIFICATION: Page 13 has been updated to coincide with the submittal requirements on page 12. See the updated evaluation criteria attached to the end of this addendum.

Firms are required to acknowledge receipt of this addendum on their quote forms. All other terms and conditions of the original quote and contract documents remain the same.

Justin M. Daly

Justin Daly
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
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Tel: 941.429.7102
Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 3 shall be noted within the Quote Form in the appropriate section.

SCOPE OF SERVICES:

PURPOSE: To secure the services of a qualified Firm to access and evaluate the City's current records management plan and software systems to make recommendations on how to improve the plan and system's level of efficiency, productivity, functionality, and connectivity. The Firm will provide services for, but not limited to, the following tasks:

Tasks:

1. Meet with the City Clerk and designated staff to discuss current and future needs for public records management and reporting.
2. Complete onsite data collection from all City departments.
3. Evaluate the current public records management policy and propose ways to make improvements, and/or to develop and deliver a new records management plan for City wide use. The Plan shall be delivered to the City in Microsoft Word format.
4. Evaluate the current software systems used by the City and propose ways to improve the system(s) or propose new system(s) that can be utilized instead.
5. Assist with the implementation of any plan updates, changes, or new plan and software rollout.
6. Provide onsite training to each City department for the records management plan and system.
7. Provide program administration assistance for future use and training.
8. Provide program maintenance assistance as needed to maintain compliance.
9. Help establish and refine the public records definitions.
10. Provide social media archival & retention guidance and support.
11. Assist with the consolidation of management access to records to facilitate government process and to assist with public records requests.
12. Assist with the retention and destruction of records in ordinance with local, state and federal requirements.
13. Assistance with public records request process and policy improvements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

QUOTE PRICES FORM:

**REQUEST FOR QUOTATION NO. 2019-34
PUBLIC RECORDS MANAGEMENT**

The signature below is a guarantee that the Quoter shall not withdraw, modify, or cancel this quote for a period of **ninety (90) days after the quote due date.**

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, and any other documentation relating to this request, and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	<u>(Tasks 1 through 4 only)</u> Evaluate Public Records Management Policy and Systems and Provide Recommendations to Improve the Plan and Systems' Level of Efficiency, Productivity, Functionality, and Connectivity.	1	Lump Sum		
2	Hourly Rate for additional <u>Onsite</u> Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost- no additional markup)	1	Hour		
3	Hourly Rate for additional <u>Offsite</u> Consulting and Implementation Services "as needed".	1	Hour		

Quoter Comments: _____

Company Name

Print Name & Title of Company Representative

Signature of person authorized to bind the company

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

EVALUATION CRITERIA:

- A. UNDERSTANDING OF THE OVERALL NEEDS OF THE CITY FOR SUCH SERVICES, AS PRESENTED IN THE RFQ TO ACCOMPLISH THE WORK REQUIRED, ACCURATELY AND EFFICIENTLY. THIS WILL INCLUDE THE QUALITY AND ACCURACY OF THE PROPOSED SCOPE OF WORK AND PRO-ACTIVE PROBLEM IDENTIFICATION AND EFFECTIVE SOLUTIONS.**
- B. EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE OF THE FIRM, INCLUDING PERSONS PROPOSED TO PROVIDE THE SERVICES, FACILITES, RESOURCES AND REFERENCES.**
- C. REFERENCES**
- D. SUPPORTING MATERIALS**
- E. PERSONNEL**
- F. COST AND PRICE ANALYSIS**

Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this RFQ as follows:

Remarks: The assigned value is judged on a scale of **0** through **5**

- 0= Information/documentation provided is not adequate for evaluation**
- 1=Poor, unacceptable, needs major help to be acceptable**
- 2=Marginal, Weak, Workable but needs clarifications**
- 3=Good, no major weaknesses, Fully Acceptable as is**
- 4=Excellent, very good, solid in all respects**
- 5=Outstanding, out-of-the-box, Innovative**

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
UNDERSTANDING OF THE OVERALL NEEDS OF THE CITY FOR SUCH SERVICES, AS PRESENTED IN THE RFQ TO ACCOMPLISH THE WORK REQUIRED, ACCURATELY AND EFFICIENTLY. THIS WILL INCLUDE THE QUALITY AND ACCURACY OF THE PROPOSED SCOPE OF WORK AND PRO-ACTIVE PROBLEM IDENTIFICATION AND EFFECTIVE SOLUTIONS.	0-5		X 5	=
EXPERIENCE, QUALIFICATIONS, AND PAST PERFORMANCE OF THE FIRM, INCLUDING PERSONS PROPOSED TO PROVIDE THE SERVICES, FACILITES, RESOURCES AND REFERENCES.	0-5		X 3	=
<u>REFERENCES</u>	0-5		X 3	
<u>SUPPORTING MATERIALS</u>	0-5		X 2	
<u>PERSONNEL</u>	0-5		X 3	
COST AND PRICE ANALYSIS	0-5		X 4	=
TOTAL				

NOTE: Firms are to submit their quotes in the format as listed above in the Evaluation Criteria (**A through F**). The City estimates using approximately 80 hours or more of services for the fiscal year.

End of Addendum No.3



City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

JANUARY 16, 2019

TO: PROSPECTIVE BIDDERS

RE: RFQ NO. 2019-34: PUBLIC RECORDS MANAGEMENT

QUOTE OPENING EXTENSION:

RFQ DUE DATE: ~~2:00 PM, JANUARY 17, 2019~~ 2:00 PM, JANUARY 24, 2019

ADDENDUM NO. 2

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

DUE DATE MODIFICATION:

QUOTE OPENING EXTENSION: ~~2:00 PM, JANUARY 17, 2019~~ 2:00 PM, JANUARY 24, 2019

(Submit all quotes to purchasing@cityofnorthport.com)

Firms are required to acknowledge receipt of this addendum on their quote forms. All other terms and conditions of the original quote and contract documents remain the same.

Justin M. Daly

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Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

Receipt of Addendum No. 2 shall be noted within the Quote Form in the appropriate section.

End of Addendum No.2



City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

December 10, 2018

TO: PROSPECTIVE BIDDERS

RE: RFQ NO. 2019-34: PUBLIC RECORDS MANAGEMENT

RFQ DUE DATE: 2:00 PM, JANUARY 17, 2019

ADDENDUM NO. 1

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTIONS/ANSWERS:

QUESTION #1: Has the Department allocated funding for the Public Records Management effort yet? If so, through which source (budget, CIP, state/federal grant etc.)?

ANSWER #1: Contingency funds from FY 2017-2018.

QUESTION #2: How is the Department currently meeting this need? Which vendor provides the incumbent Public Records Management system?

ANSWER #2: Not working with any vendor currently.

QUESTION #3: Would it be possible to name the three greatest challenges the Department is having with the current solution?

ANSWER #3: 1. Duplication of efforts with the current public records policy. 2. Records retention is fragmented between departments. 3. Duplication of records in paper and digital format.

QUESTION #4: Should the consultant propose a new system is needed, what is the time frame in which the Department will acquire this solution?

ANSWER #4: Preferably, it could be acquired in the next budget cycle.

QUESTION #5: Which other systems will have to integrate or interface with the Public Records Management system?

ANSWER #5: Laserfiche and GovQA currently.

QUESTION #6: Which operating platform does the Department currently use? / Is desired for the E Public Records

Management system?

ANSWER #6: Gov QA and Laserfische.

QUESTION #7: What is the number of users anticipated for the Public Records Management system?

ANSWER #7: Approximately 5.

QUESTION #8: Who is the technical contact and/or project manager for the Public Records Management effort?

ANSWER #8: Upon award the point of contact will be Kathryn Peto the City Clerk, and the Deputy City Clerk (once hired). Prior to award all firms shall send all questions and items for clarification to the City's Purchasing Division at purchasing@cityofnorthport.com.

QUESTION #9: Does the City have any other technology needs for the near future? If so, what are they and how do you plan on acquiring those solutions?

ANSWER #9: Unknown currently.

Firms are required to acknowledge receipt of this addendum on their quote forms. All other terms and conditions of the original quote and contract documents remain the same.

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Receipt of Addendum No. 1 shall be noted within the Quote Form in the appropriate section.

End of Addendum No.1