City of Miami

ANNIE PEREZ, CPPO Chief Procurement Officer DANIEL J. ALFONSO City Manager



September 21, 2016

To: All Qualifying Public Entities

Subject: Availability of City of Miami, Florida (City) Contracts Nationwide

Dear Public Entities:

This letter serves as clarification for Section 1.9, Availability of Contract State-Wide, in the General Terms and Conditions of all City Formal Solicitations and confirms the accessibility of the City contracts to entities outside of the State of Florida.

Section 1.9, Availability of Contract State-Wide, of the General Terms and Conditions states:

"Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitations and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, and be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s)."

While Section 1.9, only discusses the allowance of any governmental, not-for-profit, or quasigovernmental entity in the State of Florida to access the City contracts, it does not preclude other governmental, not-for-profit, or quasi-governmental entities outside the State of Florida from accessing said contracts.

By way of this letter, authorization is granted to any governmental, not-for-profit, or quasigovernmental entity outside the State of Florida, when permitted by federal, state and local laws, rules, and regulations, to access City contracts.

Sincerely,

Cc:

Annie Perez, CPPO Director of Procurement

> City Clerk Rafael Suarez-Rivas, Sr. Assistant City Attorney Lydia Osborne, PhD, CPPO, Assistant Director, Procurement

> > Page 1

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		City of Miami Blanket Purchase Orde Department of Purchasing		Order	<b>1405119</b> Show this number Page No.	on all packages, invoid Order Date	EASE NUMBER tees, and shipping papers. Bid/Contract Numb	Change Number 3	Change Date 05/19/2017
N.S.	CO FLORID	P.O. Box 33070	8 Miami, Florida	33233-0708	1 of 2 Buyer:	07/11/2014			
	Manager Street	(305) 416-1	1922 Fax - (305) 416-1925		Tahlia Gray				
	Tax	bayer ID	Supplier No.	Telephone No.	0				
			29625	800-342-2633	То				
MCCI LLC 1700 Capital Circle SW Tallahassee, FL 32309			Ship						
Supplie	1 allallassee	,1 - 52509			City of Miami - Finance - General Accounting 444 SW 2nd Ave, 6th Floor Miami, FL 33130				
Sul									
		Customer A	ccount Number		Fax - (305) 416-1987 Email - payables@miamigov.com				<u>1</u>
Please also forward a copy of the invoice to the Ship To address a						dress above.			
Effective Start Date Effect			Total Agreement Limit						
		06/16/2014		0	6/15/2018				
				·					

Line	Commodity	Description/Delivery Data	Otv	Linit	Unit Price	Extended Briss
1		Description/Delivery Date Laserfich Products and Services. Percentage Discount off Manufacturer Published Price List or Catalog: All MCCi Services and Support - 10% discount off MSRP All MCCi Products - 6.75% discount off MSRP (with the exception of Laserfiche/Legistar and Municode/Legistar inegrations) All Granicus Suite Subscriptions - 3% discount LSAP - 10% discount (requires active SLA with MCCi)	Qty		1.00	Extended Price
		In accordance with Bid No. 391322, Resolution No. 14-0215.				

FOB:	Requisition Number:	Vendor Instructions
Destination		1. Florida Tax Exempt ID:
Ship Via:	Department:	<ol> <li>Invoices: Direct Invoices in Duplicate to the address shown above.</li> <li>Terms and conditions set forth in our Bid or Quotation and on the</li> </ol>
Payment Terms: Net 30	Contact Person:	reverse side hereof are incorporated herein by reference become part of this order
	Telephone Number:	A
		Annie Perez, CPPO, Director of Procurement 05/19/2017 Date Approved
C FN/PC 506 Rev. 1	2/05	

#### BY ACCEPTING THIS ORDER, VENDOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS

1. ACCEPTANCE OF PURCHASE ORDER: A Purchase Order is given for immediate acceptance by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document.

2. ENTIRE AGREEMENT: All specifications, drawings, and data submitted to the VENDOR with this order or the solicitation for this order are hereby incorporated herein and made a part hereof. This contract contains the entire agreement of the parties. No charge in quantities, prices, specifications, terms, or shipping instructions will be allowed except on written authority of the CITY of Miami Purchasing Department. Any additional or different terms and conditions proposed by VENDOR are objected to and hereby rejected unless specifically agreed to by the CITY.

3. INDEMNIFICATION: The VENDOR hereby agrees to indemnify, save, and hold harmless the CITY from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the breach of the Agreement by the VENDOR, its agents or employees, or due to any act or occurrence of omission or commission of the VENDOR, its agents employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the CITY for its own negligence or breach of contract.

4. MODIFICATION: The CITY may by written Order, make changes in the specifications if such changes are within the general scope of the Contract. If such changes cause an increase or decrease in the VENDOR'S costs or in time required for performance of the Contract: (a) the VENDOR shall promptly notify the CITY and assert its claim for adjustment and an equitable adjustment shall be made by the CITY and the Contract modified accordingly. Nothing in this clause shall excuse the VENDOR from performing.

5. DEFAULT: Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the CITY reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by VENDOR; as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the VENDOR with any and all losses incurred.

6. TRANSPORTATION CHARGES: Transportation expenses for all shipments shall be prepaid to destination. Shipments sent C.O.D. or freight collect without the CITY'S written consent will not be accepted and will, at VENDOR'S risk and expense be returned to VENDOR. No charges will be allowed by the CITY for transportation, packing, cartage or containers unless otherwise authorized in the Purchase Order.

7. UNAVOIDABLE DELAY: If the VENDOR is delayed in the delivery of goods purchased under the Purchase Order by a cause beyond its control, VENDOR must immediately upon receiving knowledge of such delay, give written notice to the CITY and request an extension of time. The CITY shall examine the request and determine if the VENDOR is entitled to an extension.

8. QUANTITY: Quantities furnished in excess of those specified in the Purchase Order will not be accepted and will be held at VENDOR'S risk and expense.

INSPECTION: Materials or equipment purchased are subject to inspection and approval at the CITY'S destination. The CITY reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, or data of VENDOR'S warranty (expressed or implied). Rejected materials or equipment shall be removed by, or at the expense of, the VENDOR promptly after rejection.
 WARRANTY: The VENDOR warrants that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, VENDOR warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this order. The CITY may return any nonconforming or defective items to the VENDOR or require correction or replacement of the item at the time the defect is discovered, all at the VENDOR'S risk and expense . Acceptance shall not relieve the VENDOR of its responsibility.

11. REGULATORY COMPLIANCE: VENDOR represents and warrants that the goods or services furnished hereunder (including all labels, packages, and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of Federal, State and local laws, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. VENDOR shall furnish "Material Safety Data Sheets" in compliance with the Florida Right To Know Law, Florida Statutes, Chapter 442.

12. ROYALTIES AND PATENTS: VENDOR shall pay all royalties and license fees. VENDOR shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall save the CITY harmless from loss on account thereof.

13. PAYMENT: Payments will be made in accordance with the terms on the face of this order, or the VENDOR'S invoice, whichever are more favorable to the CITY and payment date therefor shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

14. IDENTIFICATION: Invoices in duplicate with prices set out and giving the correct Purchase Order Number must be sent to the address shown on the face of this order, otherwise payment of VENDOR'S account may be delayed. The Purchase Order Number shall appear on all invoices, boxes, packages, shipping documents and correspondence, and the list of contents shall be enclosed in each box or package.

15. TERMINATION: CITY may, at any time, terminate this order in whole or in part by written or telegraphic notice or verbal notice confirmed in writing. Upon termination for convenience of Buyer, the Buyer will assume responsibility for specific contractual or scheduled financial commitments made prior to notice of termination. Any and all services, property, publications, or materials provided during or resulting from the Contract shall become the property of the Buyer. If, however, termination is occasioned by the VENDOR'S breach of any condition hereof, including breach warranty, or by VENDOR'S delay, except due to circumstances beyond the VENDOR'S control and without VENDOR'S fault or negligence, VENDOR shall not be entitled to any claim or costs or to any profit referred to in said clause, and Buyer shall have against VENDOR all remedies provided by law and equity. 16. TAXES: CITY of Miami is exempt from State and local taxes. Exemption number is printed on the reverse side hereof. This Order shall serve as the exemption certificate.

17. LAW GOVERNING: This contract shall be governed by and construed according to the laws of the State of Florida.

18. ASSIGNMENT: Any assignment of this Purchase Order, including any performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by CITY in writing and CITY shall have no obligations to any assignee of VENDOR under any assignment not consented to in writing by THE CITY.

19. TERMS: The order total shall be paid by the CITY upon receipt of invoice from VENDOR which shall be subject to verification as to quantities and quality of goods delivered or services performed.

20. TAX: VENDOR doing business with the CITY shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any VENDOR be authorized to use the CITY Tax Exemption Number in acquiring such materials.

21. LOCAL RESOURCES: VENDOR shall give first priority to utilizing resources in the disaster area, including but not limited to procuring supplies and equipment, awarding sub-contracts, and employing workmen.

22. PAYMENT CHANGES: Payments will only be made to the company and address as set forth on Purchase Order unless the VENDOR has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

23. UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the VENDOR and CITY for any terms and conditions not specifically stated in this Purchase Order.

24. INSURANCE: In the event that insurance is required by the CITY in connection with this Purchase Order, VENDOR shall provide an Insurance Certificate, in a form acceptable to the CITY, naming the CITY as an additional insured, as proof of compliance therewith which said certificate shall constitute part of this Purchase Order.

25. BONDING: The CITY reserves the right to require the VENDOR to post a performance and payment bond in the amount of One Hundred percent (100%) of the Purchase Order total, upon award or at such time deemed necessary by CITY.

### City of Miami CONTRACT AWARD

**Procurement Department** 

#### FIRST RENEWAL

IFB NO .: **DESCRIPTION:** 

TERM OF CONTRACT:

CONTRACT PERIOD: **RENEWAL PERIOD:** COMMODITY CODE:

391322(19) DOCUMENT MANAGEMENT SOFTWARE, HARDWARE AND SERVICES TWO (2) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS JUNE 16, 2014 THROUGH JUNE 15, 2016 JUNE 16, 2016 THROUGH JUNE 15, 2017 92045-00

#### SECTION #1 - VENDOR AWARD

MCCI, LLC 1700 Capital Circle SW Tallahassee, FL 32310 Contact: Donny Barstow Phone: (800) 342-2633 Fax: (850) 701-0715 Email: dwb@mccinnovaitons.com

#### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE:	JUNE 12, 2014	AMENDED AMOUNT:
RESOLUTION NO:	14-0215	INSURANCE REQUIREMENTS
ANNUAL CONTRACT AMOUNT:	N/A	PERFORMANCE BOND:
		APPLICABLE ORDINANCES:

Notes: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.

The contract has been renewed for the period of June 16, 2016 through June 15, 2017.

#### SECTION #3 - REQUESTING DEPARTMENT

INFORMATION TECHNOLOGY Contract Administrator: Stuart Henry Phone: (305) 416-1566

#### SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PROCUREMENT DEPARTMENT Buyer: Pearl Bethel Phone: (305) 416-1949 Fax: (305) 416-1925

Prepared By: Max Sagesse, 5/27/2016

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: www.miamigov.com/procurement

Initial

N/A

YES N/A

N/A

**REQUIREMENTS:** 

## City of Miami

#### CONTRACT AWARD **Procurement Department**

IFB NO.: DESCRIPTION:

#### 391322(19) DOCUMENT MANAGEMENT SOFTWARE, HARDWARE AND SOFTWARE JUNE 16, 2014 THROUGH JUNE 15, 2016 TWO (2) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS 920

AMENDED AMOUNT:

PERFORMANCE BOND:

INSURANCE REQUIREMENTS:

APPLICABLE ORDINANCES:

N/A

YES

N/A

N/A

TERM OF CONTRACT: COMMODITY CODE:

CONTRACT PERIOD:

#### SECTION #1 - VENDOR AWARD

#### MCCI, LLC

1700 Capital Circle SW Tallahassee, FL 32310 Contact: Donny Barstow Phone: (800) 342-2633 (850) 701-0715 Fax: Email: dwb@mccinnovaitons.com

#### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: JUNE 12, 2014 **RESOLUTION NO:** 14-0215 ANNUAL CONTRACT AMOUNT: N/A Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.

#### **SECTION #3 – REQUESTING DEPARTMENT**

#### **RISK MANAGEMENT**

Contract Administrator: Latanya Johnson Phone: (305) 416-1659

#### SECTION #4 – PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT Tahlia Gray Buyer:

Phone: (305) 416-1912 (305) 416-1925 Fax:

Prepared By: Aimee Gandarilla, 7/14/14

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: www.miamigov.com/procurement

#### TABULATION IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

	THE DRS GROUP OF FLORIDA, INC. *	MCCi, LLC	INFORMATION CONSULTANTS, INC.
	(NON-LOCAL)	(NON-LOCAL)	(LOCAL) †
BID LINE ITEM	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT
ITEM # 1 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Laserfiche Products and Services		Product: 6.75% on Laserfiche Product	Laserfiche Rio: 5% (in addition to the quantity discounted rates offered in catalog)
Laserfiche Products and Services offered shall include: United, Avante, RIO, and Laserfiche Software Assurance Plan (LSAP) Basic and Premium.	2N% O N	LSAP: 10% on Laserfiche Softweare Assurance Plan. Discount requires active SLA with MCCi.	N Laserfiche@vante: 5% Laserfiche United: Non indicated
ITEM # 2 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Fujitsu Scanner Products and Services	-		-
Fujitsu Scanner Products and Services offered shall include: Scanners, Maintenance, Service, Accessories, and Software	20% R E	NO BID	(Published Prices include best prices offered) R E
ITEM # 3 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Contex Scanner Products and Services Contex Scanner Products and Services	S P O <sub>5%</sub>	NO BID	S P O NO BID
offered shall include: Scanners, Maintenance, Service, Accessories, and Software.	N S		N S
ITEM # 4 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Kofax Software Products and Services	v £%	NO BID	V NGBID

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#### TABULATION IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

THE DRS GROUP OF FLORIDA, INC. *	MCCi, LLC	INFORMATION CONSULTANTS, INC.
(NON-LOCAL)	(NON-LOCAL)	(LOCAL) †
* Deemed non-responsive per Section 1.28 of the IFB. Failed to meet the requirements of formal solicitation under Section 2.7 (3) and Section 2.9. At time of bid, Bidder had only completed one (1) municipality-wide installation in the State of Florida. The IFB required that a Bidder have completed at least two (2). Bidder also failed to include manufacturer price lists that clearly showed the date of issuance and effective date. Furthermore, Bidder failed to include documentation confirming that it is either a manufacturer or manufacturer/distributor authorized reseller/dealer/service provider of the product brands shown in Line 2, 3, and 4 of the IFB.		

Cy\_ ourad -0 Approved by: \_

Department Director/Designee

#### **TABULATION - CONTINUED**

#### IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

#### BALANCE OF LINE (PER SECTION 2.10 OF THE IFB)

#### MCCi\* (NON-LOCAL)

SERVICE	PERCENTAGE DISCOUNT				
Setup Services (per hour)	10%				
Training Services (per hour)	10%				
Development (Integration) Services (per hour)	10%				
Customized Laserfiche services, such as are currently employed for automated bulk importantion and automated GS1-SL Retention Scheduling (per hour)	10%				
MCCi integration between Laserfiche and Legistar (Granicu's Legislative Management Suite	Only available through MCCi as LF VAR				
MCCi integration between Legistar and Municode	Only available through MCCi as LF VAR				
Access to "Training Center for Laserfiche" - Created and Maintained by MCCI	Upon Reinstantement: No charge for 1st year of subscription				
1st Year of Managed Services (Up to 10 Hours)	Upon Reinstantement: No charge for 1st year of LSAP renewal				
Discount on Scanning Services (Assuming Miami becomes an MCCi Laserfiche Client)	Special Government Pricing - Please see attached				

\*Clarification provided by MCCi for the Balance of Line Products and Services:

• All MCCi Services are eligible for the 10% discount off MSRP

• All MCCi Products (with the exception of the Laserfiche/Legistar and Municode/Legistar integrations) are eligible for the 6.75% discount off MSRP. This was the same percentage offered on Laserfiche software. Support for MCCi products is offered at the same 10% discount as is Laserfiche support, as long as the City has an active MCCi SLA.

• All Third Party Products and Support are available for purchase at the prices noted in MCCi's original response.

• The Granicus Suite Subscriptions have the 3% discount as noted in MCCi's original submission.

#### TABULATION - CONTINUED IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

#### BALANCE OF LINE (PER SECTION 2.10 OF THE IFB)

INFORMATION CONSULTANTS, IN	NC.(LOCAL)
SERVICE	PERCENTAGE DISCOUNT
Setup Services (per hour)	14%
Training Services (per hour)	14%
Development (Integration) Services (per hour)	14%
Customized Laserfiche services, such a are orgently employed Species automated bulk importantion and aut no Ots SL Repter Species (per hour)	<b>SIVE</b> 14%
PUBLISHED LABOR RATES	Base Rate - \$145
	Option # 1 - \$125 for 100 hrs
	Option # 2 - \$110 for 100+hrs
	Option # 3 - \$100 for 200 + hrs
Deemed non-responsive per Section 1.28 of the IFB. Bidder Failed to follow the r	requirements of the formal solicitation under Section

2.9 - Discount Percentage and Published Price List. Bidder failed to follow the requirements of the formal solicitation under Section 2.9 - Discount Percentage and Published Price List. Bidder failed to indicate the percentage discount for the Laserfiche United product and further failed to include the manufacturer published price list for Laserfiche United products. Bidder also failed to indicate a percentage discount off manufacturer suggested published price list or catalog for the purchase of Fujitsu Scanner Products and Services.

#### THE DRS GROUP OF FLORIDA, INC. (NON-LOCAL)

	SERVICE	PERCENTAGE DISCOUNT	
	Setup Services (per hour)	\$180.00 PER HOUR	
	Training Services (per hour)	\$180.00 PER HOUR	
_	Development (Integration) Services (per hour)	\$180.00 PER HOUR	
	Customized Laserfiche services, such and Ornativer Role Spon automated bulk importantion and automated GSI-SL Retention scheduling (per hour)	SIVE \$180.00 PER HOUR	
	Equipment Maintenance (per hour)	\$150.00 PER HOUR	

Deemed non-responsive per Section 1.28 of the IFB. Failed to meet the requirements of formal solicitation under Section 2.7 (3) and Section 2.9. At time of bid, Bidder had only completed one (1) municipality-wide installation in the State of Florida. The IFB required that a Bidder have completed at least two (2). Bidder also failed to include manufacturer price lists that clearly showed the date of issuance and effective date. Furthermore, Bidder failed to include documentation confirming that it is either a manufacturer or manufacturer/distributor authorized reseller/dealer/service provider of the product brands shown in Line 2, 3, and 4 of the IFB.

Approved by: Courad C.Cu\_

Department Director/Designee

#### **Christie B. Davis**

From:	Gandarilla, Aimee <agandarilla@miamigov.com></agandarilla@miamigov.com>
Sent:	Monday, July 14, 2014 12:01 PM
То:	Donny Barstow
Subject:	IFB 391322 Document Management Software, Hardware and Services
Attachments:	contract award.pdf

On June 12, 2014, the City Commission authorized Resolution No. 14-0215, awarding the contract to MCCI, LLC for IFB 391322 Document Management Software, Hardware and Services.

You are reminded that, in accordance with the terms and conditions of the contract, prior to award and in any event prior to commencing work, you are required to furnish to this office your **certificate of insurance**, evidencing the **City of Miami as an Additional Insured**, **"Primary & Non-Contributory Language Included"**.. For firms who are exempt from workers compensation, a letter of exemption will be accepted. Please submit all original/copies of insurance certificates. A "Purchase Order" will not be issued until the original insurance certificate is received in this office.

The City of Miami appreciates your participation in servicing our needs.

Thank you, Aimee Gandarilla City of Miami Procurement Department 444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor Miami, FL 33130 Tel: (305) 416-1906 Fax: (305) 400-5338 www.miamigov.com/procurement

#### **CITY OF MIAMI, FLORIDA**

#### **INTER-OFFICE MEMORANDUM**

то :	ALL DEPARTMENT DIRECTORS AND CONTRACT LIAISONS	DATE :	July 14, 2014	FILE :	
		SUBJECT :	Document Management Hardware and Services IFB No. 391322	Software,	
FROM :	Pablo Velez, Interim Director	REFERENCES :			
	Procurement Department	ENCLOSURES:			

Please find enclosed a copy of the approved term contract for Document Management Software, Hardware and Services. This contract has been established for the Department of Information Technology. Unless a specific item is not listed, using department in need of these goods or services is required to utilize this contract. Using department is urged to carefully review the contract in detail to become familiar with its prices, terms and conditions, and items awarded. If any department is unable to locate a particular item on the contract, please contact the appropriate Buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract. When requesting this commodity or service, the IFB No., **Resolution No. and the corresponding catalog item numbers must be cited in the requisition.** 

It shall be the responsibility of the using department to properly administer the contract to ensure that the contractor and the City perform all contractual obligations. In the execution of this responsibility, departments should monitor vendor performance, inspect goods at time of delivery, and check for accuracy in billing.

Should any using department experience any difficulties with the contractor, please document the matter and immediately advise Tahlia Gray, Procurement Specialist, at (305) 416-1912 for assistance.

# City of Miami

#### CONTRACT AWARD **Procurement Department**

IFB NO.: **DESCRIPTION:**  391322(19) DOCUMENT MANAGEMENT SOFTWARE, HARDWARE AND SERVICES JUNE 16, 2014 THROUGH JUNE 15, 2016 TWO (2) YEARS WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS 920

N/A

YES

N/A

N/A

CONTRACT PERIOD: TERM OF CONTRACT:

COMMODITY CODE:

#### SECTION #1 - VENDOR AWARD

#### MCCI, LLC

1700 Capital Circle SW Tallahassee, FL 32310 Contact: Donny Barstow Phone: (800) 342-2633 (850) 701-0715 Fax: Email: dwb@mccinnovaitons.com

#### SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: JUNE 12, 2014 AMENDED AMOUNT: 14-0215 **RESOLUTION NO: INSURANCE REQUIREMENTS:** ANNUAL CONTRACT AMOUNT: N/A PERFORMANCE BOND: **APPLICABLE ORDINANCES:** Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to availability of funds and budgetary approval at the time of need.

#### SECTION #3 – REQUESTING DEPARTMENT

**RISK MANAGEMENT** Contract Administrator: Latanya Johnson Phone: (305) 416-1659

#### SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, PURCHASING DEPARTMENT Buyer: Tahlia Gray (305) 416-1912 Phone: (305) 416-1925 Fax:

Prepared By: Aimee Gandarilla, 7/14/14

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT: www.miamigov.com/procurement

#### TABULATION IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

	THE DRS GROUP OF FLORIDA, INC. * (NON-LOCAL)	MCCi, LLC (NON-LOCAL)	INFORMATION CONSULTANTS, INC. (LOCAL) †
BID LINE ITEM	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT	PERCENTAGE DISCOUNT
ITEM # 1 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Laserfiche Products and Services Laserfiche Products and Services offered shall include: United, Avante, RIO, and Laserfiche	វ¥% O	Product: 6.75% on Laserfiche Product LSAP: 10% on Laserfiche Softweare Assurance Plan. Discount requires active SLA with MCCi.	Laserfiche Rio: 5% (in addition to the quantity discounted rates offered in catalog) N Laserfiche@vante: 5%
Software Assurance Plan (LSAP) Basic and Premium.	N		Laserfiche United: Non indicated
ITEM # 2 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Fujitsu Scanner Products and Services	-		-
Fujitsu Scanner Products and Services offered shall include: Scanners, Maintenance, Service, Accessories, and Software	20% R E	NO BID	(Published Prices include best prices offered) R E
ITEM # 3 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Contex Scanner Products and Services	S P		S P
Contex Scanner Products and Services offered shall include: Scanners, Maintenance, Service, Accessories, and Software.	N S	NO BID	NO BID N S
ITEM # 4 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Kofax Software Products and Services	v 无%	NO BID	V NO <sup>E</sup> BID

#### TABULATION IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

THE DRS GROUP OF FLORIDA, INC. * (NON-LOCAL)	MCCi, LLC (NON-LOCAL)	INFORMATION CONSULTANTS, INC. (LOCAL) †
* Deemed non-responsive per Section 1.28 of the IFB. Failed to meet the requirements of formal solicitation under Section 2.7 (3) and Section 2.9. At time of bid, Bidder had only completed one (1) municipality-wide installation in the State of Florida. The IFB required that a Bidder have completed at least two (2). Bidder also failed to include manufacturer price lists that clearly showed the date of issuance and effective date. Furthermore, Bidder failed to include documentation confirming that it is either a manufacturer or manufacturer/distributor authorized reseller/dealer/service provider of the product brands shown in Line 2, 3, and 4 of the IFB.	r	<ul> <li>Deemed non-responsive per Section 1.28 of the IFB. Bidder Failed to follow the requirements of the formal solicitation under Section 2.9 - Discount Percentage and Published Price List.</li> <li>Bidder failed to indicate the percentage discount for the Laserfiche United product and further failed to include the manufacturer published price list for Laserfiche United products. Bidder also failed to indicate a percentage discount off manufacturer suggested published price list or catalog for the purchase of Fujitsu Scanner Products and Services.</li> </ul>

w ourad Approved by:

Department Director/Designee

2 OF 2

# **TABULATION - CONTINUED**

IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

BALANCE OF LINE (PER SECTION 2.10 OF THE IFB)	10 OF THE IFB)
MCCi* (NON-LOCAL)	
SERVICE	PERCENTAGE DISCOUNT
Setup Services (per hour)	10%
Training Services (per hour)	10%
Development (Integration) Services (per hour)	10%
Customized Laserfiche services, such as are currently employed for	
automated bulk importantion and automated GS1-SL Retention Scheduling	10%
(per hour)	
MCCi integration between Laserfiche and Legistar (Granicu's Legislative Management Suite	Only available through MCCi as LF VAR
MCCi integration between Legistar and Municode	Only available through MCCi as LF VAR
Access to "Training Center for Laserfiche" - Created and Maintained by MCCI	Upon Reinstantement: No charge for 1st year of subscription
1st Year of Managed Services (Up to 10 Hours)	Upon Reinstantement: No charge for 1st year of LSAP renewal
Discount on Scanning Services (Assuming Miami becomes an MCCi Laserfiche Client)	Special Government Pricing - Please see attached
*Clarification provided by MCCi for the Balance of Line Products and Services:	
- All MACC: Consistence and aliable for the 10% discount off MCDD	

 All MCCi Products (with the exception of the Laserfiche/Legistar and Municode/Legistar integrations) are eligible for the 6.75% All MCCi Services are eligible for the 10% discount off MSRP

discount off MSRP. This was the same percentage offered on Laserfiche software. Support for MCCi products is offered at the same 10% discount as is Laserfiche support, as long as the City has an active MCCi SLA.

All Third Party Products and Support are available for purchase at the prices noted in MCCi's original response.

• The Granicus Suite Subscriptions have the 3% discount as noted in MCCi's original submission.

# IFB 391322 - DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES **TABULATION - CONTINUED**

	BALANCE OF LINE (PER SECTION 2.10 OF THE IFB)	10 OF THE IFB)
	INFORMATION CONSULTANTS, INC. (LOCAL)	IC.(LOCAL)
	SERVICE	PERCENTAGE DISCOUNT
	Setup Services (per hour)	14%
	Training Services (per hour)	14%
	Development (Integration) Services (per hour)	14%
	Customized Laserfiche services, such any wrightly emby demonstration of the contract of the co	
	automated bulk importantion and automated USASI. Reputer Street and a start and automated with the start and a start an	
	PUBLISHED LABOR RATES	Base Rate - \$145
		Option # 1 - \$125 for 100 hrs
		Option # 2 - \$110 for 100+hrs
		Option # 3 - \$100 for 200 + hrs
,		

**Products and Services.** indicate a percentage discount off manufacturer suggested published price list or catalog for the purchase of Fujitsu Scanner product and further failed to include the manufacturer published price list for Laserfiche United products. Bidder also failed to 2.9 - Discount Percentage and Published Price List. Bidder failed to indicate the percentage discount for the Laserfiche United Deemed non-responsive per Section 1.28 of the IFB. Bidder Failed to follow the requirements of the formal solicitation under Section

\$150,00 PER HOUR	Equipment Maintenance (per hour)	
	(per hour)	
\$180.00 PER HOUR	automated bulk importantion and automated d51-SL Recention scheduling	
SIVE	Customized Laserfiche services, such an Condity en Pre- Propondici VF	
\$180.00 PER HOUR	Development (Integration) Services (per hour)	
\$180.00 PER HOUR	Training Services (per hour)	
\$180.00 PER HOUR	Setup Services (per hour)	
PERCENTAGE DISCOUNT	SERVICE	
(NON-LOCAL)	THE DRS GROUP OF FLORIDA, INC. (NON-LOCAL)	

manufacturer/distributor authorized reseller/dealer/service provider of the product brands shown in Line 2, 3, and 4 of the IFB. issuance and effective date. Furthermore, Bidder failed to include documentation confirming that it is either a manufacturer or that a Bidder have completed at least two (2). Bidder also failed to include manufacturer price lists that clearly showed the date of Section 2.9. At time of bid, Bidder had only completed one (1) municipality-wide installation in the State of Florida. The IFB required Deemed non-responsive per Section 1.28 of the IFB. Failed to meet the requirements of formal solicitation under Section 2.7 (3) and

Approved by: Department Director/Designee onda

Created by: Yusbel Gonzalez, CPPB 4/23/2014



# **City of Miami** Invitation for Bid (IFB)

**Purchasing Department** 

Miami Riverside Center

444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor

Miami, Florida 33130

Web Site Address: http://ci.miami.fl.us/procurement

#### **IFB Number:**

Title:

**Issue Date/Time:** 

**IFB Closing Date/Time:** 

**Pre-Bid Conference:** 

**Pre-Bid Date/Time:** 

**Pre-Bid Location:** 

**Deadline for Request for Clarification:** 

**Buyer:** 

Hard Copy Submittal Location:

**Buyer E-Mail Address:** 

**Buyer Facsimile:** 

#### 391322,1

Invitation for Bid for Document Management Software, Hardware, and Services

11-DEC-2013

01/14/2014 @ 11:00:00

Tuesday, December 24, 2013 at 5:00 PM

Gonzalez, Yusbel

City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US

YGonzalez@miamigov.com

(305)400-5104

#### **Certification Statement**

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME:	
ADDRESS:	
PHONE:	. FAX:
EMAIL:	BEEPER:
SIGNED BY:	
TITLE:	_ DATE:

#### FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Office Address, including City, State, and Zip Code:

Full Name of Bidder's Representative, including Telephone Number, Fax Number, and Email Address:

Occupational License / Business Tax Receipt Number:

Occupational License / Business Tax Issuing Agency:

Occupational License / Business Tax Expiration Date:

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 1: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 1

Reference No. 1: Date of Contract or Sale for above reference no. 1

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 2

Reference No. 2: Date of Contract or Sale for above reference no. 2

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 3

Reference No. 3: Date of Contract or Sale for above reference no. 3

Have you completely filled out and included with your bid response ATTACHMENT A - Bid Price Sheet? YES OR NO? (Attachment A is located under the Header/Notes and Attachments Section of the IFB, in the Oracle/iSupplier Sourcing system)

Have you included with your bid response the documentation/information requested in ATTACHMENT B - Bidder's Minimum Qualifications Documentation Checklist? YES OR NO? (This checklist is located under the Header/Notes and Attachments Section of the IFB, in the Oracle Sourcing system)

If Bidder has a Local Office, as defined under Chapter 18/Articlle III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Oracle Sourcing system ("iSupplier"), under the Header/Notes and Attachments Section of this solicitation)

Line: 1

#### Description: BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT A - BID PRICE SHEET, LOCATED UNDER THE HEADER/NOTES AND ATTACHMENTS SECTION OF THIS SOLICITATION IN THE ORACLE/ISUPPLIER SOURCING SYSTEM.

Category: 92045-00 Unit of Measure: Each

 Unit Price: \$\_\_\_\_\_
 Number of Units:
 Total: \$\_\_\_\_\_

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#### **Terms and Conditions**

#### **1. General Conditions**

#### **1.1. GENERAL TERMS AND CONDITIONS**

**Intent:** The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

**Definition:** A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

**1.1. ACCEPTANCE OF GOODS OR EQUIPMENT** - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

**1.2.** ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

**1.3.** ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

**1.4. ADDENDA** – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: http://www.ci.miami.fl.us/procurement

**1.5. ALTERNATE RESPONSES MAY BE CONSIDERED** - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

**1.6. ASSIGNMENT** - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

**1.7. ATTORNEY'S FEES** - In connection with any litigation, mediation and arbitration arising out of this Contract, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgment

proceedings.

**1.8. AUDIT RIGHTS AND RECORDS RETENTION** - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

# **1.9. AVAILABILITY OF CONTRACT STATE-WIDE** - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

#### **1.10. AWARD OF CONTRACT:**

**A.** The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

**B.** The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

**C.** The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

**D.** The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

**E.** The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

**F.** Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

**G.** The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

**H.** A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

**1.11. BID BOND/ BID SECURITY -** A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

**1.12. RESPONSE FORM (HARDCOPY FORMAT)** - All forms should be completed, signed and submitted accordingly.

**1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES** - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

**1.14. BRAND NAMES -** If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

**1.15. CANCELLATION -** The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

**1.16. CAPITAL EXPENDITURES -** Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable

for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

**1.18. COLLUSION** –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

**1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS** - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

**A.** Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

**1.20. CONE OF SILENCE** - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting; or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

**1.21. CONFIDENTIALITY** - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**1.22. CONFLICT OF INTEREST** – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

**A.** Bidder/Proposer further agrees not to use or attempt to use any knowledge, property or resource which may be within his/her/its trust, or perform his/her/its duties, to secure a special privilege, benefit, or exemption for himself/herself/itself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit of any other person or business entity.

**B.** Bidder/Proposer hereby acknowledges that he/she/it has not contracted or transacted any business with the City or any person or agency acting for the City, and has not appeared in representation of any third party before any

board, commission or agency of the City within the past two years. Bidder/Proposer further warrants that he/she/it is not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

**C.** A violation of this section may subject the Bidder/Proposer to immediate termination of any professional services agreement with the City, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

**1.23. COPYRIGHT OR PATENT RIGHTS** – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

**1.24. COST INCURRED BY BIDDER/PROPOSER** - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

#### 1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which

the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

**1.26. DEBARRED/SUSPENDED VENDORS** – An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.27. DEFAULT/FAILURE TO PERFORM -** The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

**A.** Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

**B.** Failure to begin the work under this Contract within the time specified.

**C.** Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

**D.** Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

**E.** Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on

this Contract.

**1.28. DETERMINATION OF RESPONSIVENESS -** Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

**1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT** - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

**1.30. DISCREPANCIES, ERRORS, AND OMISSIONS -** Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

**A.** Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) Addenda (as applicable)

- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

**1.31. EMERGENCY / DISASTER PERFORMANCE -** In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

**1.32. ENTIRE BID CONTRACT OR AGREEMENT -** The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

**1.33. ESTIMATED QUANTITIES** – Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

#### **1.34. EVALUATION OF RESPONSES**

#### A.Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

#### **B.** Elimination From Consideration

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

#### C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

**3**) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

#### 1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

**1.36. F.O.B. DESTINATION -** Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

**1.37. FIRM PRICES** - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

**1.38. FLORIDA MINIMUM WAGE -** The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

**1.39. GOVERNING LAW AND VENUE -** The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.40. HEADINGS AND TERMS -** The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)** - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

**A.** Use of information only for performing services required by the contract or as required by law;

**B**. Use of appropriate safeguards to prevent non-permitted disclosures;

C. Reporting to the City of Miami of any non-permitted use or disclosure;

**D.** Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E. Making Protected Health Information (PHI) available to the customer;

**F.** Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G. Making PHI available to the City of Miami for an accounting of disclosures; and

H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.42 INDEMNIFICATION -** Contractor shall indemnify , hold harmless and defend the City, its officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will indemnify, hold harmless and defend the City, its officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that the City, its officials and/or employees were negligent. These indemnifications shall survive the term of this Contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and which conforms to the limitations of §725.06 and/or §725.08, Fla. Statues, as amended from time to time as applicable.

Contractor shall require all Sub-Contractor agreements to include a provision that they will indemnify the City.

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

**1.43. FORMATION AND DESCRIPTIVE LITERATURE** –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS)as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

**1.44. INSPECTIONS -** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

**1.45. INSPECTION OF RESPONSE -** Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 30 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via

fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

**1.46. INSURANCE -** Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

**1.47. INVOICES -** Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

#### **1.48. LOCAL PREFERENCE**

A. City Code Section 18-85, states, "when a responsive, responsible non-local bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local bidder, then that non-local bidder and each of the aforementioned responsive, responsible local bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local bidder. Contract award shall be made to the lowest responsive, responsible bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local bidder and a non-local bidder, contract award shall be made to the local bidder."

B. City Code Section 18-86, states, "the RFP, RFLI or RFQ, as applicable, may, in the exercise of the reasonable professional discretion of the City Manager, director of the using agency, and the Chief Procurement Officer, include a five (5%) percent evaluation criterion in favor of proposers who maintain a local office, as defined in Section 18-73. In such cases, this five (5%) percent evaluation criterion in favor of proposers who maintain a local office will be specifically defined in the RFP, RFLI or RFQ, as applicable; otherwise, it will not apply.

**1.49. MANUFACTURER'S CERTIFICATION -** The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

**1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS -** No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through

the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

**1.51. NO PARTNERSHIP OR JOINT VENTURE -** Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

**1.52. NONCONFORMANCE TO CONTRACT CONDITIONS -** Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

**1.53. NONDISCRIMINATION** –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

**1.54. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION** - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

**1.55. OCCUPATIONAL LICENSE** - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.56. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture

will be considered in response to this Formal Solicitation. When submitting an alternate response, please refer to the herein condition for "Alternate Responses May Be Considered".

**1.57. OWNERSHIP OF DOCUMENTS -** It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

**1.58. PARTIAL INVALIDITY** - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.59. PERFORMANCE/PAYMENT BOND** – A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

**1.60. PREPARATION OF RESPONSES (HARDCOPY FORMAT)** –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

**A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

**B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

**C.** The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

**D.** The Bidder/Proposer should retain a copy of all response documents for future reference.

**E.** All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

**F.** Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder's/Proposer's response may be included as part of the contract, at the City's discretion.

**G.** The City of Miami's Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY

### OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

**1.61. PRICE ADJUSTMENTS** – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

**1.62. PRODUCT SUBSTITUTES -** In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

# 1.63. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

**1.64. PROMPT PAYMENT** –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

**1.65. PROPERTY -** Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

**1.66. PROVISIONS BINDING -** Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**1.67. PUBLIC ENTITY CRIMES -** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 vendor list.

**1.68. PUBLIC RECORDS -** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records". Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

**1.69. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT** - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

**1.70. QUALITY OF WORK/SERVICES** - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

**1.71. REMEDIES PRIOR TO AWARD (Sec. 18-106)** - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

# 1.72. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

# 1.73. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

# 1.Protest of Solicitation.

**i.** Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for

Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

**ii.** Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

### 2. Protest of Award.

**i.** A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

**ii.** Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

**iii.** A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

**1.74. SAMPLES** - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

**1.75. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES -** Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

**1.76. SERVICE AND WARRANTY** – When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

**1.77. SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

**1.78. SUBMISSION AND RECEIPT OF RESPONSES -** Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP,

RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

**A.** Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

### **Directions to City Hall:**

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT. FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

**D.** The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

**F.** All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**G.** Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

**H.** If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

**1.79. TAXES** - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

**1.80. TERMINATION** – The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

**B.** The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

**C.** Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

**1.81. TERMS OF PAYMENT -** Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

**1.82. TIMELY DELIVERY** - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

**1.83. TITLE** - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

**1.84.TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE-** All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

**1.85. UNAUTHORIZED WORK OR DELIVERY OF GOODS-** Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

**1.86. USE OF NAME -** The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

**1.87. VARIATIONS OF SPECIFICATIONS -** For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

### 2. Special Conditions

### 2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for Document Management Software, Hardware, and Services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

### 2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Yusbel Gonzalez; fax: (305) 400-5104 or email: ygonzalez@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Tuesday, December 24, 2013 at 5:00 PM. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

### 2.3. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for two (2) years with the option to extend for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

# 2.4. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds

### 2.5. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

### 2.6. METHOD OF AWARD

Award of this contract will be made to the responsive and responsible bidder (s) who offer the highest percentage discount, per manufacturer brand, off the manufacturer's latest published price list or catalog. Bidders may bid on

one or more items.

# BIDDER MUST SUBMIT THE MANUFACTURER PUBLISHED PRICE LIST OR CATALOG AT TIME OF BID, OTHERWISE BIDDER MAY BE DEEMED NON-RESPONSIVE

### 2.7. BIDDERS MINIMUM QUALIFICATIONS

Bids will be considered only from firms that are regularly engaged in the business of providing goods and/or services as described in this Bid; that have a record of performance for a reasonable period of time; and that have sufficient financial support, equipment and organization to insure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. Bidder shall:

(1) not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.

(2) have no record of pending lawsuits or criminal activities, and have never been declared bankrupt.

(3) Be registered with the Florida Department of State, Division of Corporations, to do business in the State of Florida. (www.sunbiz.org)

# **BIDDERS RESPONDING TO LINE ITEM # 1 OF THIS IFB SHALL:**

(1) be a current Laserfiche Value Added Reseller (VAR)

(2) currently have five (5) years (concurrently i.e. 2008 to 2013) of Laserfiche experience

(3) have successfully completed at least two (2) municipality-wide installations, in the State of Florida, along with support and maintenance of either Laserfiche United, Laserfiche RME, Laserfiche RIO, or Laserfiche Avante, involving process development for the full array of the municipality's departments.

(4) have the ability to be onsite for support within twenty-four (24) hours for standard support and within four (4) hours for emergency support.

(5) offer customized Laserfiche services, such as are currently employed for automated bulk-importation and automated GS1-SL Retention Scheduling.

(6) offer development (integration) services to assist with (consult) or provide integration solutions such as Windows Communication Foundation (WCF) Services, Web Services or other integration points.

(7) have experience with Florida State Records Retention Law and the GS1-SL retention schedule, which the City of Miami is required to follow.

### BIDDERS RESPONDING TO LINE ITEMS # 2, #3, AND #4 OF THIS IFB SHALL:

(1) be a Manufacturer OR Manufacturer/Distributor Authorized Reseller/ Dealer/ Service Provider of the product brands specified.

# FAILURE TO MEET THE ABOVE LISTED MINIMUM QUALIFICATIONS AT TIME OF BID MAY DEEM BIDDER NON-RESPONSIVE.

### **2.8. DELIVERY**

Successful Bidder shall make delivery of any item(s) ordered herein within seven (7) business days after receipt of a Blanket Release.

At time of order, products provided to the City under this contract must be the latest approved model or version

available in the market at that time and agreeable and compatible with the City's implementation.

### 2.9. DISCOUNT PERCENTAGE AND PUBLISHED PRICE LISTS

Bidders shall utilize <u>Attachment A - Bid Price Sheet</u>, to submit their bid prices. Attachment A is located under the Header/Notes and Attachments section of this solicitation in the Oracle/iSupplier Sourcing System. FAILURE TO SUBMIT THIS FORM AT TIME OF BID SHALL DEEM BIDDER NON-RESPONSIVE.

Bids shall be submitted on the basis of a discount from a manufacturer's published price list(s) or catalog. Such published price list(s) or catalog must be common to and accepted by the industry in general. The lists or catalog must be properly identified with the manufacturer name, date of issuance, and effective date. **Published price list or catalog must be provided at the time of bid submittal in electronic format, either as an attachment in the header section of the bidder's electronic response via the Oracle iSupplier system OR in a CD or flash drive/memory drive if submitting a hardcopy bid response.** 

With the exception of increases to the discount awarded, the percentage discount shall be fixed and firm for the term of the contract, including all renewal options.

Revised published price list(s) or catalog may be used as a means of <u>annual</u> price adjustments. Revised published price list(s) or catalog will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists or catalog by the manufacturer. Published price list or catalog submitted at time of bid shall remain valid for a period of one (1) year from the contract start date. At least thirty (30) calendar days prior to the end of the current contract year, revised published price list(s) or catalog shall be submitted to the Department of Procurement. Revised prices will not become effective until the start of the new contract year.

#### 2.10. BALANCE OF LINE

While the City has listed all major items on the bid solicitation, there may be ancillary services that fall within the scope of this contract that may be needed by the City during the term of this contract. For this reason, bidders are requested to quote the percentage discount that will be offered to the City for services such as, but no limited to:

Setup services (per hour)

Training services (per hour)

Development (Integration) services (per hour)

Customized Laserfiche services, such as are currently employed for automated bulk importation and automated GS1-SL Retention Scheduling (per hour)

This discount shall be offered for <u>all services</u> listed in the bidder's published price list or catalog. The most recently published price list/catalog shall serve as the basis for establishing the price to be discounted. <u>Bidder shall submit,</u> at time of bid, published price list/catalog, or other verifiable pricing source(s) for the services offered under the Balance of Line.

### 2.11. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

# 2.12. INSURANCE REQUIREMENTS

# **INDEMNIFICATION**

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

# (1) Commercial General Liability:

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: \$1,000,000 General Aggregate Limit: \$2,000,000

Personal and Adv. Injury: \$<u>1,000,000</u>

Products and Completed Operations: \$1,000,000

# B. Endorsements Required:

City of Miami included as an Additional insured.

Contingent & Contractual Liability

Premises and Operations Liability

# (2) Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Owned/Scheduled Autos

Including Hired, Borrowed or Non-Owned Autos

Any One Accident: \$1,000,000

B. Endorsements Required:

City of Miami included as an Additional Insured

### (3) Worker's Compensation

A. Limits of Liability: Statutory - State of Florida Waiver of Subrogation

### Employer's Liability

A. Limits of Liability:

\$100,000 for bodily injury caused by an accident, each accident \$100,000 for bodily injury caused by disease, each employee \$500,000 for bodily injury caused by disease, policy limit

### (4) Professional Liability/Errors and Omissions Coverage

Combined Single Limit Each Claim \$1,000,000 General Aggregate Limit \$1,000,000 Retro Date Included

# The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

### BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

### NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

(1) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation for Bid.

(2) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Bidder.

# 2.13. METHOD OF PAYMENT

Full payment will be made upon receipt and acceptance of each contract item ordered via a Blanket Release. No down or partial down payments will be made. In addition, no payments will be made for goods/services ordered and delivered without a Blanket Release. The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon final completion and acceptance.

Goods/services provided without the prior issuance of Blanket Release shall be considered <u>UNAUTHORIZED</u>, in accordance with General Terms and Conditions Section 1.85 of the IFB.

# 2.14. PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

# 2.15. RESPONSE TIME

A twenty-four (24) hour response time is required for standard support and a four (4) hour response time is required for emergency support. Failure to respond to a service call within the specified time may result in the contracted vendor being deemed in default of contract and possibly paying any and all costs associated with the services performed by an alternate vendor.

# 2.16. ADDITION/DELETION OF ITEMS/PRODUCTS/SERVICES

Although this Solicitation identifies specific items/products/services to be provided, it is hereby agreed and understood that any related item/products/services may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract, and other suppliers, as deemed necessary, shall be invited to submit price quotes for these new items/products/services. If these quotes are comparable with market prices offered for similar items/products/services, the supplier(s), if applicable, and item(s) shall be added to the contract. An amendment and updated Blanket Purchase Agreement shall be issued by the City. The newly added items/products shall be ordered via a Blanket Release / Purchase Order.

# 2.17. CONTRACT ADMINISTRATOR

Upon award, contractor shall report and work directly with Mr. Stuart Henry, who shall be designated as the Contract Administrator.

### 2.18. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that is has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(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 action 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' 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.

### 2.19. LIQUIDATED DAMAGES

Bidder shall provide all items at the guaranteed delivery time specified by the City in the Delivery Section of this solicitation. If the successful bidder fails to deliver within the specified delivery time, it is understood that 1% of the unit price per calendar day per item will be deducted, as liquidated damages, for each day beyond the specified delivery time (not to exceed the total amount of the contract), not as a penalty but as a form of compensation for the loss of not having the ability to use the product.

### 2.20. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials/products, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials/products supplied to the City by the Bidder are found to be defective or do not conform to specifications, the City reserves the right to cancel the order and return such materials/products to the Bidder to replace the materials/products at the Bidder's expense.

### 2.21. WARRANTY

The successful bidder will be required to provide a standard warranty for the scanners provided under this contract. A copy of the Standard Warranty shall be included with the product at time of shipment.

# 2.22. REFERENCES

Each bidder <u>must</u> provide at least three (3) references in the Header / Attributes / Certifications Section of the Invitation for Bid. References must include the name of the company, dates of contract, description of goods supplied, a contact person, telephone number, and e-mail address. Failure to provide at least three (3) references may deem bidder non-responsive.

### 2.23. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

# 2.24. MAINTENANCE OF SCANNERS

Maintenance of scanners shall include all labor (including travel time) for the scanners installed under this bid. Bidder shall also maintain a twenty-four (24) hour response time from time of call. For emergency purposes only, a four (4) hour response time will be required.

# 2.25. TERMINATION

### A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

### **B. FOR CONVENIENCE**

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### 2.26. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

### 2.27. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

# Response to Invitation for Bid IFB 391322,1

Submitted to:

The City of Miami



Opening Date:

# January 14, 2014 @ 11:00 a.m. Eastern Time

January 10, 2014





Municipal Code Corporation PO Box 2235 • Tallahassee, Florida 32316 TELEPHONE (800) 342-2633 • FAX (850) 701-0715 Donny Barstow, President • extension 1599 • dwb@mccinnovations.com

January 13, 2014

Ms. Yusbel Gonzalez, CPPB Senior Procurement Specialist City of Miami 3500 Pan American Drive Miami, FL 33133

### Dear Ms. Gonzalez:

MCCi appreciates the opportunity to respond to your City's invitation for Bid of Document Management Software, Hardware & Services (IFB 391322,1). We are pleased to include our response attached herein. While reviewing the proposal please keep in mind the following advantages of being a MCCi customer:

- Current Vendor Relationship. MCCi is a subsidiary for Municipal Code Corporation, which has been the City's Codifier for many years.
- Stability. Municipal Code Corporation has been in business for over 60 years and works with over 4,000 local government agencies across the United States.
- Leading Provider. For the past five years, MCCi was ranked as the #1 Laserfiche VAR in the United States.
- ✓ Florida Cities Choose MCCi. Over 125 Cities in Florida have their Laserfiche solution supported by MCCi.
- ✓ Specialization in Enterprise Solutions. Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- ✓ Focus. MCCi specializes in working with government entities and focuses our products on solutions specifically for governments. In working with governments over the past 15 years, MCCi has had the opportunity to gain an in depth look into how they utilize their documents on a day-to-day basis. This thorough understanding gives MCCi the edge needed to provide our clients with a tailored solution that will meet each individual organization's needs.
- Superior Support. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- The Right Resources at the Right Time. Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCi has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best breed of solutions.

If you have any questions concerning our response or desire additional information, please do not hesitate to call on our toll-free number or through e-mail.

We appreciate your interest and hope that we will have the pleasure of working with you and the City of Miami.

Sincerely,

Donny Barstow President



# **City of Miami** Invitation for Bid (IFB)

#### **Purchasing Department**

Miami Riverside Center

444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor

Miami, Florida 33130

Web Site Address: http://ci.miami.fl.us/procurement

**IFB Number:** 

Title:

**Issue Date/Time:** 

**IFB Closing Date/Time:** 

**Pre-Bid Conference:** 

**Pre-Bid Date/Time:** 

**Pre-Bid Location:** 

**Deadline for Request for Clarification:** 

**Buyer:** 

Hard Copy Submittal Location:

Buyer E-Mail Address: Buyer Facsimile:

### 391322

Invitation for Bid for Document Management Software, Hardware, and Services

11-DEC-2013

07-JAN-2014 @ 11:00:00

Tuesday, December 24, 2013 at 5:00 PM

Gonzalez, Yusbel

City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US

YGonzalez@ci.miami.fl.us

(305) 400-5104

# **Certification Statement**

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

N/A

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

# SUPPLIER NAME: MCCi LLC

ADDRESS: 1700 Capital Circle SW, Tallahassee, FL 32310		
PHONE: (800) 342-2633	FAX: <u>(850)</u> 701-0715	
EMAIL: dwb@mccinnovations.com	BEEPER: None	
SIGNED BY: Donny Barstow	k	
TITLE: President	DATE: January 8, 2014	

# FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

# Certifications

Legal Name of Firm:

MCCi LLC

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Limited Liability Corporation

Year Established:

2003

Office Location: City of Miami, Miami-Dade County, or Other

Tallahassee, FL

Office Address, including City, State, and Zip Code:

1700 Capital Circle SW, Tallahassee, FL 32309

Full Name of Bidder's Representative, including Telephone Number, Fax Number, and Email Address:

Donny Barstow, President / P: (800) 342-2633 / F: (850) 701-0715 / E: dwb@mccinnovations.com

Occupational License / Business Tax Receipt Number:

22896

Occupational License / Business Tax Issuing Agency:

**City of Tallahassee** 

Occupational License / Business Tax Expiration Date:

September 30, 2014

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

Addendum No. 1. 01/02/2014

Reference No. 1: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

City of Boca Raton

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

201 West Palmetto Park Road, Boca Raton, FL 33432

Reference No. 1: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 1

Lynn Drew-Sugarman | (561) 393-7726 | LDrew@ci.boca-raton.fl.us

Reference No. 1: Date of Contract or Sale for above reference no. 1

July 1, 2009

Reference No. 2: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

City of Palm Beach Gardens

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

10500 North Military Trail Palm Beach Gardens, FL 33410

Reference No. 2: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 2

Dave Crump | (561) 799-4263 | dcrump@pbgfl.com

Reference No. 2: Date of Contract or Sale for above reference no. 2

July 2, 2008

Reference No. 3: Name of Company/Agency for which bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Town of Palm Beach

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

360 South Country Road, Palm Beach, FL 33480

Reference No. 3: Name of Contact Person, Telephone Number, and E-mail Address for above reference no. 3

Mr. Chris Cartrett | (561) 227-6342 | ccartrett@townofpalmbeach.com

Reference No. 3: Date of Contract or Sale for above reference no. 3

October 27, 2008

Have you completely filled out and included with your bid response ATTACHMENT A - Bid Price Sheet? YES OR NO? (Attachment A is located under the Header/Notes and Attachments Section of the IFB, in the Oracle/iSupplier Sourcing system)

YES

Have you included with your bid response the documentation/information requested in ATTACHMENT B - Bidder's Minimum Qualifications Documentation Checklist? YES OR NO? (This checklist is located under the Header/Notes and Attachments Section of the IFB, in the Oracle Sourcing system)

If Bidder has a Local Office, as defined under Chapter 18/Articlle III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Oracle Sourcing system ("iSupplier"), under the Header/Notes and Attachments Section of this solicitation)

No. Not applicable; MCCi LLC is based in Tallahassee, FL.

Line: 1

# Description: **BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THIS LINE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ATTACHMENT A - BID PRICE SHEET, LOCATED UNDER THE HEADER/NOTES AND ATTACHMENTS SECTION OF THIS SOLICITATION IN THE ORACLE/ISUPPLIER SOURCING SYSTEM.**

Category: **92045-00** Unit of Measure: **Each** 

Unit Price: \$\_\_\_\_\_ Number of Units:

Total: \$\_\_\_\_\_

Attachment A - Bid Price Sheet is attached to this bid response.

# MCCi Differentiators – Specific to the City of Miami

- ✓ MCCi is the largest Laserfiche provider in the country and has been for the last 5 years
- MCCi is the largest Laserfiche provider in FL; Over 100 FL government agencies utilizing Laserfiche
- ✓ MCCi only focuses on government
- ✓ MCCi's technical staff is Laserfiche Gold Certified
- MCCi has its own development staff with extensive Laserfiche integration knowledge, and has utilized the Laserfiche SDK to develop Web Services, ancillary products/integrations (Granicus/Legistar), etc.
- ✓ MCCi created and maintains The Training Center for Laserfiche (Online training portal)
- MCCi has a Laserfiche focused service bureau, that can help The City with back-file scanning/conversions when needed
- ✓ MCCi offers Records Management Consulting from a Certified Records Manager (CRM)

# **Company History**

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier and current codifier for The City of Miami), has been providing Electronic Records Management Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. With a client base of over 400 government agencies and satellite offices across the country, MCCi has been the #1 Laserfiche VAR in Florida and in the world for the last 5 years.

# MCCi Advantage

MCCi is a leading Laserfiche provider focusing on customer service in every aspect of your project. As a client you will receive access to our highly trained staff & support services, including:

- Dedicated Project Management Our Project Managers are highly trained in the areas of implementation, Workflow processes, integrations, and more to help your organization implement a well thought out Enterprise system based on your organization's needs. They are Laserfiche Gold Certified and also hold other professional certifications to maintain a high knowledge level of our client's business processes.
- Dedicated Support Once your project is complete, you will have access to our support staff for trouble shooting & supporting your Laserfiche system. Our staff can be easily reached through email, phone or our online support center.
- Sales & Account Management Team You will have a dedicated team of an Account Executive and Account Manager that you can directly contact. They will also proactively contact you to ensure satisfaction, provide additional information on your products, and conduct web & regional events on continuing education topics.
- Training Services Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our Training Services, we offer a yearly subscription to our Online Training Center for Laserfiche to help protect your Laserfiche investment. This allows all types of users, regardless of their role, to access videos on popular topics. This information is updated monthly and will be a continued resource for your organization.
- Back File Scanning & Conversion Experience In the event you need to address a back file scanning project or have older data from legacy systems to convert, we have experience in addressing these and integrating them into your Laserfiche system. We have converted over 30 different applications and migrated the data to Laserfiche for other clients.



# **Company Products & Services**

MCCi offers a wide variety of electronic records management products. We have researched and evaluated many solutions available in an effort to find the best products that meet our clients' needs. In doing so, we have formed several strategic partnerships with leading technology companies such as Laserfiche, Brandt, Fujitsu and Ideal. We chose to ally with these software companies because the applications they offer are well suited for the records management challenges in the municipal environment.

- Enterprise Content Management Software Laserfiche
- ✓ Records Management Software Laserfiche
- ✓ Electronic Forms Laserfiche Forms
- ✓ Agenda and Legislative Management Software Granicus/Legistar
- ✓ Contract Management Software Contract Assistant
- Y Professional System Configuration, Installation and Training Services
- ✓ Data Conversion Services DDi
  - Document Scanning and Indexing
  - Fiche/Film Conversion
  - Large Format Document Scanning Services
  - Bound Book Scanning Services



# **MCCI PROJECT MANAGEMENT SERVICES**

MCCi Project Managers are CDIA-certified and Laserfiche Gold Certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

# **Implementation**

*Client Consultation* - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

**Remote Installation and Configuration** – Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the statement of work to determine if the onsite time will include installation and configuration.

*Remote Training* – Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the statement of work to determine the training model quoted.

# LASERFICHE BASE SOFTWARE TRAINING SERVICES

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Statement of Work. These services will be provided onsite or remote, please refer to the Statement of Work to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

# System Administration Training

- Client and Server Installation Procedure
- Users and Groups Active Directory
- Security
- Templates
- Tags
- Document Relationships
- Records Management
- Volumes
- System Settings
- Back Up Procedures
- Troubleshooting Procedures
- Technical Support Overview



# Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features Plug-ins

# **RECORDS MANAGEMENT MODULE TRAINING**

\* Please note that client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. Please refer to your Statement of Work to determine if this is included.

- Record Series
- Record Folders
- Document Links
- Versioning
- Security Tags
- Vital records
- Cutoff criteria
- Cutoff eligibility
- Retention Period
- Disposition Actions
- Hold Period
- Time Dispositions
- Event Dispositions
- Interim Transfers
- Final Disposition
- Destruction
- Permanent Records
- Accession
- Freezing

# Admin Console Setup for Records Management

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup



### GAP ANALYSIS

The MCCi Gap Analysis includes input by CDIA-certified MCCi professionals. The MCCi Gap Analysis is the study of the differences between two different information systems or applications, often for the purpose of determining how to get from one state to a new state. A gap is sometimes spoken of as "the space between where we are and where we want to be," and the Gap Analysis is undertaken as a means of bridging that space. MCCi offers Gap Analysis to new and existing MCCi customers, both with similar deliverables.

New customers may be totally new to Records Management/Document Management, or could be transitioning from one system to another. Either way, Gap Analysis not only serves the consulting needs of a project, but can also mitigate many risks that are inherent in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders, can be identified and cleared up in the very beginning of the project.

Existing customers may consider Gap Analysis when looking to expand their system into other departments or enterprise-wide. It is also a great opportunity to investigate and report on how the system is being used versus how it was intended to be used – the result being a plan of action.

Deliverables – The Gap Analysis process involves determining, documenting and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The final deliverable is a report and is delivered to the client in a format that can be edited. Any future changes to the report are the responsibility of the client. The report will detail the following:

- A summary of the current document flow path, with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations

The amount of time/cost of a Gap Analysis is dependent upon the system size and number of departments to be involved.

# **AFFINITY INTEGRATION CONFIGURATION & TRAINING**

Includes:

- Configuration of integration for up to one department within one application
- "Train the Trainer" to empower the client to configure other integrations
- All services are conducted remotely, unless an MCCi representative is onsite for other implementation needs and onsite time permits

# **Client Deliverables**

- Application to be integrated with must meet Affinity requirements

   <u>http://www.affinityintegrations.com/requirements.aspx</u>
- Testing A test copy of Affinity is available prior to purchase. *Client is responsible for testing to make sure needs are met prior to purchase*
- Assistance in defining the Measurement of Success (MOS)
- IT resources Appointment of Affinity Administrator
- Laserfiche metadata requirements

[MCCi SERVICE OFFERINGS]

# MCCi Deliverables

MCCi

- Install and integrate DataNow Affinity within current Laserfiche system environment pursuant to the Affinity requirements
- Assistance in configuring integration for up to one department within one application
  - At a minimum, if certain data fields cannot be mapped, MCCi will set up Affinity as an image enablement toolbar
- MCCi project manager to assist with defining the MOS
- Affinity integration configuration based on defined MOS
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Project Management services up until MOS is met
- Managed Services for up to 30 days past MOS
- Affinity Administrator Training

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the Affinity integration configuration and will be based primarily on the type and capabilities of the application to be integrated with, along with how related data should be organized in the Laserfiche system.



# MCCI LASERFICHE ARCHIVE SERVICES BY DDI

Laserfiche Archive Services are implemented by MCCi's DDi department. The service is designed to populate a client's new Laserfiche system with a subset of back-file records, which heightens the system training experience by having a great example to follow. To experience the complete benefit, it is recommended that Laserfiche Archive Services be completed prior to the initial system implementation. While one of MCCi's IT Project Managers consults with the client on the setup and configuration of Laserfiche, a DDi Project Manager will assist in determining the scope of the Laserfiche Archive Services based on budget, file types, quantities, indexing requirements, and the file structure desired. Laserfiche Archive Services helps to ensure a successful Laserfiche implementation and a high adoption rate from the very beginning of the Laserfiche project.

MCCi will scan documents using an interface that provides a wide variety of image output formats to allow for easy integration into your current records management system. These image formats include TIFF, JPEG, PDF, Laserfiche, etc. MCCi utilizes slip-sheets to determine document breaks and indexing information. The slip-sheet is created by MCCi to accommodate your organization's indexing needs. Once MCCi has received documents for scanning, the following process will occur according to the terms laid out in MCCi's pricing proposal and may vary according to services selected:

- **Pre-Scanning Consultation** A Pre-Scanning Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, slip-sheet customization, document preparation requirements, and document shipment and/or pick up.
- Document Preparation The process of document preparation begins with removing any materials that
  may prohibit the document from being fed through the scanner (i.e. Removal of documents from file
  folders, Removal of staples, paperclips, tape, clips, etc.) and is described as Document Preparation.
  Upon completion of scanning, MCCi will organize the documents into their original order as received
  from the Client. Documents attached together by devices, such as staples and paper clips, will not be
  reattached. Documents filed in folders, will not be re-inserted into those folders if MCCi uses separator
  sheets (all files and folders will still be kept in order). The process of reattaching devices and/or reinserting files into folders is described as Document Re-Preparation and offered in addition to Document
  Preparation only if requested by the Client.
- Document Organization & Indexing Based on the scope of the project and outcome of your Pre-Scanning Consultation, MCCi will organize and index your documents. This will enable them to be searched and organized by three different methods. The first method includes organizing your documents in a tree-like folder structure, similar to Windows Explorer. This provides a visual method to store and locate your documents. The second method involves the use of electronic template cards. These templates contain unique information pertaining to that particular document. Once a template layout has been agreed upon, no changes can be made once the job has already been started. The third method includes running a process called optical character recognition (OCR), allowing for full-text indexing and searching capabilities. The OCR process converts printed words into alphanumeric characters dependent upon font and paper quality. This enables each occurrence of an OCR'd word to be searched and retrieved. Microfilm, Maps, and Handwritten documents will be searchable by keyword index only (via template card).

# [MCCi SERVICE OFFERINGS]

- Document Quality Control MCCi performs a thorough quality control process after the job has been completed. Each scanned image is inspected for quality, legibility, and accuracy. Steps are taken to ensure each document has been captured, the quality of the scanned image is comparable to the original, and all manual indexing errors have been corrected. MCCi cannot be accountable for records not reflected in original inventory report as provided by Client. MCCi will correct only those discrepancies reported within 90 days after delivery of hard copy materials.
- Document Transportation The client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If the client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. If additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the client chooses to ship via a certified carrier, the client incurs all shipping costs.

# LASERFICHE WORKFLOW CONFIGURATION TRAINING

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The goal is for the client to have a trained Workflow Configuration Administrator. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration focused on during training.

# Client Deliverables

**MCCi** 

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from functional activities involved
- IT resources

# MCCi Deliverables

- Install and configure Laserfiche Workflow with current Laserfiche system
- Onsite consultation with a MCCi Project Manager
  - Workflow Configuration Administrator Training
  - Offer best practices in security to support the specified workflow process
- Workflow Managed Services post onsite training
  - Configuration assistance for a period of time immediately following onsite training
- Developer Training (Applicable to Level 2 and Level 3 training packages)
- Roll-out Assistance This is an optional service, which is provided if included in the scope of services. Note that this service will be billed separately and is billed upon completion.

# Matrix of Workflow Training Packages:

Services Provided	Level 1	Level 2	Level 3
Remote Installation	Included	Included	Included
Onsite Training Days	2	3	3
Workflow Configuration Assistance Post Onsite Training	Remote 30 Days	Remote 45 Days	Remote 60 Days
Developer Training	None	Remote 1/2 Day	Remote 1 Day
Developer Assistance Post Developer Training	None	Remote 15 Days	Remote 30 Days
Roll-out Assistance (Optional)*	2 Days - Remote	2 Days - Onsite	2 Days - Onsite

# \*Roll-out assistance is billed as a separate event and at the time of delivery. LASERFICHE WORKFLOW MANAGED SERVICES

MCCi 's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs. Workflow Managed Services are billed in advance each year, in return for a discounted rate. Workflow Managed Services may be used for the following:

- Additional Workflow Set Up Consultation MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- Additional Remote Training MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- Ongoing Security Consultation Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- Leveraging Existing System(s) MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- Meta-Data Consultation Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- Expiration & Additional Services Managed Services is an annual package and will expire on the same date as your SAP plan. The number of hours included are not to exceed the price of the package divided by MCCi's discounted hourly rate (Managed Service hours are discounted by 10%). Pricing can be adjusted for any additional hours if needed.
- Remote Access Support Managed Services are delivered remotely. Remote Access Support
  allows our helpdesk staff to access your machines remotely to resolve problems faster. The use
  of Remote Access Support saves you both time and money by reducing the delays in resolving
  software issues without costly onsite visits.



# BUSINESS PROCESS CONFIGURATION SERVICES

Business Process Configuration Services are designed as an option for organizations that require advanced system configuration but may lack the time or expertise necessary to configure Workflow, Quickfields, or any of Laserfiche's other advanced modules. MCCi's team of expert Project Managers and System Engineers will work in concert with the client's Project Manager to build a Business Process in the client's Laserfiche environment.

# **Client Deliverables**

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCi's Business Process Configuration team
- Appointment of client Project Manager
- Availability of IT resources as needed
- Availability of end users for interviews and Business Process testing
- Required Laserfiche software licensing

# MCCi Deliverables

- Install and configure Laserfiche modules that are relevant to the implementation
- Consultation with a Laserfiche Project Manager
- Business Process Configuration Managed Services post implementation
  - The scope of Managed Services will be limited to supporting the process(es) implemented through this contract
- Roll-out Assistance This is an optional service, which is provided if included in the scope of services. Note that this service will be billed separately and is billed upon completion.

# BUSINESS PROCESS CONFIGURATION ASSURANCE PLAN

MCCi's Business Process Configuration Assurance Plan is a post-implementation service, and is designed to support and maintain the Business Process(es) implemented through this contract. The Configuration Assurance Plan covers the following services:

- Maintaining configurations MCCi will assist in updating all configurations in the event of a system upgrade, software patch or server move.
- Extended support MCCi's normal scope of support will be extended to include assisting with questions and system issues related to the configurations implemented through this contract.
- Expiration & Additional Services The Configuration Assurance Plan will expire on the same date as your SAP plan. The number of hours included are not to exceed the price of the package divided by MCCi's discounted hourly rate (Configuration Assurance Plan hours are discounted by 10%). Pricing can be adjusted for any additional hours if needed.
- Remote Access Support Configuration Assurance Plan Services are delivered remotely. Remote
  Access Support allows our staff to access your machines remotely to resolve problems faster. The
  use of Remote Access Support saves you both time and money by reducing the delays in resolving
  software issues without costly onsite visits.



### LASERFICHE FORMS SERVICES

MCCi's Laserfiche Forms Services are designed to be highly collaborative. The goal is to provide a customized package for your organization. Whether you need direct assistance implementing Laserfiche Forms, or hands-on training to empower your organization to create and maintain electronic forms, or both, MCCi has options available. Please see your Statement of Work for the specific Laserfiche Forms Services quoted.

Forms Training Services Provided	Overview	Comprehensive
Training Duration	Up to 5 hours Remote	Up to 2 Days Remote/Onsite
Forms Designer	Yes	Yes
Process Modeler	Yes	Yes
Workflow Configuration (For Forms Process Modeler Integration, and Filing Only)	No	Yes
Forms Configuration (Up to 1 - Level 1 Form)	0	1

Forms Configuration Services Per Form	Level 1	Level 2	Level 3
Forms Design Services	Up to 15 Fields	Up to 30 Fields	Up to 50 Fields
Form Field and Data Look-up Rules*	Up 10 Rules	Up to 20 Rules	Up to 40 Rules
Process Modeler Configuration	Up to 5 Steps	Up to 10 Steps	Up to 20 Steps
Workflow Configuration (For Forms Process Modeler Integration, and Filing Only)	No	Yes	Yes
Custom Scripting (JScript or CSS)*	Call for Quote	Call for Quote	Call for Quote

\*Please note:

- A Laserfiche Named User is required for every user that will utilize Laserfiche Forms, unless the Forms Portal has been purchased in addition to the Forms Named User Licensing.
- Users submitting through the Forms Portal are limited to forms submission. Users cannot participate in the workflow/routing process within Laserfiche Forms Process Modeler or Laserfiche Workflow, unless they have a Laserfiche Named User License.
- All Forms Configuration Services are conducted remotely due to multiple decision points throughout the configuration, which may cause delays.
- Field Look-ups: Database Views and Queries must exist or be created by the customer prior to MCCi database lookup configuration.
- Java Script and CSS Scripting (if needed) are not included, unless otherwise notated in the pricing section of the Statement of Work.

# BUSINESS PROCESS ANALYSIS

MCCi will work with the Client to document a current business process. By interviewing process stakeholders and documenting facts and feedback, MCCi is able to deliver a comprehensive report. This level of engagement is typically done as a needs analysis exercise prior to attempting to automate an existing business process.

# **Client Deliverables**

- Assignment of a Project Manager who will be responsible for:
  - Acting as the main point of contact for MCCi.
  - Identifying and providing contact information for process stake holders
  - Coordinating and scheduling site visits so that stakeholders are aware and set aside the appropriate amount of time to focus on working with MCCi
  - Coordinating and scheduling conference calls/web meetings between process stakeholders and MCCi as part of the document review process
  - Facilitating access to any/all resources needed for a thorough analysis
- Full participation by all process stakeholders in the interview, review, and finalizations stages

# MCCi Deliverables

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- Introductory call: Share contact information, and review scope of project
  - Stakeholder Interviews: Up to 2 days onsite with Business Analyst
    - Conduct workshops and interviews with customers
    - Document Business Processes on whiteboard during workshops and interviews
- Business Process Report Drafting & Review: Up to 30 hours
  - Draft a Business Process/requirements document
  - Review document with customers and make revisions where necessary.
  - Business Process Report Delivery: Up to 1 day onsite with Business Analyst
    - Onsite review and presentation of finalized report
- Editable copy of Business Process Report for future use

# **RECORDS MANAGEMENT CONSULTING**

When moving to an enterprise wide Electronic Records Management System, it is important for a Records Program and Records Policies to be in place beforehand. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. If needed, the service should be completed prior to implementing MCCi's Laserfiche Records Management module. Pricing is dependent on the level of service needed and can be determined by setting up a meeting with MCCi and the appropriate Records Consultant. Services cover a broad spectrum to include designing records management plans, designing systems, identifying records eligible for destruction, assisting with legal compliance, providing training and nearly any other records and information related service requirement.

# LASERFICHE - SHAREPOINT INTEGRATION ASSISTANCE

MCCi's Laserfiche SharePoint 2010 Integration Assistance service is designed to be highly collaborative. The goal is to provide the client with a fully functional Laserfiche SharePoint Integration for the client's existing SharePoint 2010 implementation, along with the necessary knowledge to support the integration once the installation and configuration engagement is complete.



# [MCCi SERVICE OFFERINGS]

### Client Deliverables

MCCi

- Existing and stable SharePoint 2010 solution.
- Provide a dedicated point of contact with sufficient server and directory services administrative rights to facilitate the required configuration tasks.
- Existing and stable Laserfiche Web Access (8.2 or later) installation.
- Identify existing, or configure new SharePoint 2010 site where the Laserfiche SharePoint Integration for SharePoint 2010 Repository and/or Search Web Parts will be installed and configured. *Note: If the Laserfiche SharePoint Search integration is to be configured, SharePoint 2010 federated search feature must be configured and working properly.*
- Troubleshoot and resolve server operating system, Internet Information Services, network or Kerberos related issues affecting the installation, configuration or functionality of any component of the Laserfiche SharePoint Integration for SharePoint 2010. *Note: If the client does not have the necessary skill set available to address these types of issues, the client should be prepared to engage a third party support provider to assist.*

## MCCi Deliverables (Remote Delivery)

- Installation of Laserfiche SharePoint Integration for SharePoint 2010
- Configuration of Laserfiche SharePoint Repository and Search Web Parts.
- Remote training on the use and configuration of Laserfiche SharePoint Repository and Search Web Parts
- In the event MCCi and the client are unable to determine or agree on the root cause of an issue affecting the installation, configuration, or functionality of the Laserfiche SharePoint Integration for SharePoint 2010 and/or the Laserfiche SharePoint Repository and Search Web Parts, MCCi is responsible for opening the escalation case with Laserfiche Support.
  - In the event Laserfiche Support determines the root cause of an issue affecting the installation, configuration, or functionality of the Laserfiche SharePoint Integration for SharePoint 2010 and/or the Laserfiche SharePoint Repository and Search Web Parts to be related to the server operating system, Internet Information Services, network or Kerberos, MCCi will remain available as necessary to assist the client (if client has expertise in these areas) or the client's third party support provider to resolve the Laserfiche related components of the problem.

**MCCi** 

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

### **PROACTIVE SUPPORT**

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes. Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

# **Educational Resource Definitions**

- **Case Studies** MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- MCCi Listserv MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- **Support Center** This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- **Webinars** MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- **Seminars** MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- **User Groups** MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.



# [SYSTEM SUPPORT]

### **TECHNICAL SUPPORT**

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

## TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 200 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

## **MANAGED SERVICES**

MCCi Managed Services are strongly encouraged to be included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- Additional Training additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- Additional System Set Up Consultation MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- Remote Implementation of Software Updates While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

# MCCi [SYSTEM SUPPORT]

- Annual System Review & Analysis Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- Remote Access Support Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.
- Laserfiche Certifications First priority offering of complimentary Laserfiche certifications on an as available basis.
- Laserfiche Conference Registration First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.
- Expiration & Additional Services MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 a.m. to 6:00 p.m. EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

## SOFTWARE WARRANTY

The initial copy of the program that we deliver will be free of any defects. It will not install if there are any. Our guaranty is for 90 days. However, should a defect be in an original disc that has not yet been installed after that period we would still replace it

## SOFTWARE RELEASES AND UPDATES

Laserfiche Support covers the cost of any updates and new software releases. As long as the support is current, the new version will be free. The only cost to the client is any additional installation or training time needed from MCCi. Point releases are offered 2-3 times per year and once every 1-3 years for major version releases. If the client wants to upgrade to a different server license, they will receive credit for what they originally purchased toward the cost of the new software.



### LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid-size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from multiple database platforms and incrementally expand the system with records management edition and other plug-ins such as Auditing, Web Access, Digital Signatures, and Batch Processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

### LASERFICHE RIO

MCCi recommends the Laserfiche RIO solution for Enterprise clients that have a large volume of users, as well as the need for test environments and multiple servers/repositories. RIO and each RIO license comes coupled with Workflow, Web Access, Mobile Access, Snapshot, Email, Digital Signatures, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can connect either to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management, Batch Processing and Weblink Public Portal licenses are available with RIO.

Feature	Avante	Rio	Comments
<i>Database</i> Options	SQL Express, SQL, Oracle	SQL, Oracle	
Retrieval Concurrent Users	Public Portal (Weblink)	Public Portal (Weblink)	
Full Named Users	Unlimited	25 – Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
Retrieval Named Users	n/a	200 – Unlimited	Includes Email capability. Minimum of 200 must be purchased.
Application Servers	1	Unlimited	
User License Model	Named	Named	
Repositories	1	Up 15 per Application Server	Avante: Up to 14 additional (for a total of 15) Repositories can be added at an additional cost. RIO: Each Application Server can have up to 15 Repositories attached. RIO allows for an unlimited number of Application Servers.

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# [MCCi PRODUCT OFFERINGS]

Workflow	Included	Included	
Snapshot	Included	Included	
Email	Included	Included	
WebAccess (Thin client access for named users)	Add-on option	Included	
Mobile Access	Requires WebAccess	Included	
Digital Signatures	Add-on option	Included	
Audit Trail	Add-on option (Options for Starter, Standard, Advanced)	Includes Advanced Audit Trail	
Public Portal (Weblink) Options	Weblink Public Portal license package options (5,10, 25, 50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor )	Weblink Public Portal license package options (50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor)	Avante Public Portal: The 5 concurrent license model only allows for one security profile to be set. Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server. Note: Additional copies of the Unlimited Public Portal are needed if there is a need to connect the Public Portal to more than 1 Application Server.
Upgrade Path	Rio	n/a	
Laserfiche Versions	Lf 8.1 and later	Lf 8.0.1 and later	
Web Admin Console	Included	Included	
Laserfiche Forms	Add-on option	Add-on option	



### LASERFICHE PLUG-INS

### Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of modules and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform. Please refer to the pricing page/statement of work to determine which modules have been proposed.

### Capture Modules

Laserfiche ScanConnect<sup>™</sup>: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

Laserfiche Snapshot<sup>™</sup>: Laserfiche Snapshot is included with both Avante and RIO Full Named User Licenses, and can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.

**Laserfiche Import Agent:** Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when.

**OCR Scheduler for Laserfiche:** MCCi developed this tool. It provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:

- *Efficiency:* Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
- Support/Search Content: Leaving the responsibility in users' hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

"QuickFields" (QF) Batch Processing Tools: Quickfields is a suite of Batch Processing utilities created by Laserfiche. Avante and RIO bundle each of these features differently, which is reflected in the Statement of Work/Pricing section:

Laserfiche<sup>®</sup> Quick Fields<sup>™</sup> automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.

# [MCCi PRODUCT OFFERINGS]

**MCCi** 

- **QF Bar Code Validation Package**: The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- **QF Real-time Look up Validation Package:** Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- **QF Zone OCR Validation Package:** Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- **QF Forms Alignment:** automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- **QF Document Classification:** designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- **QF Auto Stamp/Redaction/Bates Numbering:** The Bates stamp option is a document auto-numbering annotation option
- **QF Optical Mark Recognition:** detects handwritten information, including marks on surveys, tests and ballots.
- **QF Agent:** enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- **QF Forms Identification:** automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- **QF Forms Extractor:** removes form outlines to isolate data for more accurate capture.
- **QF Scripting Kit:** Offers a script editor, which allows developers to write C# and VB.Net Scripts, and insert the scripts into a Quickfields Session.

## **Distribution Modules**

- Laserfiche Public Portal WebLink<sup>™</sup>: The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- Laserfiche WebAccess: Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.

# MCCi [MCCi PRODUCT OFFERINGS]

- Laserfiche Mobile Access Options: Laserfiche Web Access is required for any/all mobile access options. Web Access Light & Laserfiche Mobile are both options for providing mobile access to your Laserfiche solution:
  - Web Access Light: Designed for Blackberry, Chrome, Opera and Safari mobile browsers, offers a lightweight Web interface for popular mobile devices, enabling users to search and retrieve documents, as well as approve documents and participate in workflow automation processes, while away from their desktop computers.
  - The Laserfiche Mobile iPhone app takes advantage of the iPhone's touch screen, gesture recognition and high resolution interface to provide users with an immersive experience. Features include:
    - Create and upload new content with the iPhone camera.
    - Automatically crop, straighten and enhance captured information, with full text recognition.
    - Copy, move, rename, download, e-mail, print or delete content.
    - Browse for documents in a folder structure or search the entire repository
    - Participate in workflow automation processes by accessing metadata fields.
  - The Laserfiche Mobile iPad app gives employees the ability to securely view and update content from wherever they are. Features include:
    - Provides secure access to documents and metadata
    - Enables users to create and upload new documents
    - Participate in Workflows on the go
- Laserfiche Plus<sup>™</sup> Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- Laserfiche E-Mail Plug-in<sup>™</sup> allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

## Workflow Process Automation, Collaboration, and Tracking

- Laserfiche Workflow: Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- Laserfiche Digital Signatures: Laserfiche allows users to sign briefcases when exporting as well as
  documents stored in Laserfiche. These are two separate applications of digital signatures. Signing a
  briefcase file embeds the signature in the file along with the certificate associated with the signing key.
  The full certificate chain is embedded. This allows users to prove who created the briefcase and that the
  briefcase was not tampered with. Digitally signed briefcases may, but do not necessarily contain digitally
  signed documents. Digital signatures can be applied to documents stored in Laserfiche. The digital
  signatures are stored as metadata and are preserved when exporting a document in a volume or
  briefcase (whether or not the briefcase was itself signed).
  - Users can digitally sign a document in the Laserfiche Client or Web Access to indicate their approval. Documents can also be countersigned by another user, which indicates approval of the document

# MCCi [MCCi PRODUCT OFFERINGS]

and the existing signature. Multiple signatures and countersignatures can be applied to a single document.

- Digital signatures are validated with signing certificates on the server and the repository, which verifies that a signature on a document is trustworthy. A signature becomes invalid if the certificate is expired or if a document has been modified since the signature was applied. Signature certificates are managed through the Laserfiche Administration Console or Web Administration Console. As a pre-requisite, the organization must have Digital Certificates set-up on the network, prior to implementing Laserfiche Digital Signatures.
- Laserfiche Audit Trail Modules: Three levels of audit reporting to address your specific regulatory compliance and security needs.
  - The *Starter Edition* tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.
  - The *Standard Edition* builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.
  - The *Advanced Edition* meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

# **Electronic Forms**

- Laserfiche Forms allows organizations to create Web forms for collection and processing information electronically.
  - Laserfiche Forms has flexible design options to meet your organization's needs. You can:
  - Create custom forms from a library of field or selection elements.
  - Apply preset or custom themes, including page logo, colors, buttons, fonts, and more.
  - Configure form elements to dynamically be displayed or hidden depending on user inputs or to be populated with data from external data sources.
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals.
  - Create custom form layouts and dynamic behaviors with CSS and JavaScript.
- Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.
- Reporting tools allow different views of details on submitted forms such as:
  - User view of details about all submitted forms.
  - Approver "dashboard" of submissions awaiting approval.
  - Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include login to forms system, public URL, secure URL, or embedded into a Web page.
- Submitted data can be exported for further analysis or distribution.
- Submitted forms can be utilized to initiate an email notification or start a workflow rule within Laserfiche.

# Laserfiche Integration Plug-Ins

- LF Integrator's Toolkit: Provides the tools & documentation necessary for customizing Laserfiche, and integrating Laserfiche with other applications.
- Third Party Integration Plug-Ins:
  - DataNow Affinity Integration DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software.
  - RatchetX Integration RatchetX is a configurable and robust middleware integration tool for Laserfiche. With a single click of a button, new documents can be added to Laserfiche from another application, and users can search Laserfiche directly from the applications they use most. RatchetX is unique in regards to the robust toolset it provides for accessing data from other applications (even the toughest proprietary systems), for use configuring the most common ECM integrations: Indexing, importing/scanning, and executing search queries. In addition, RatchetX provides the capability to create custom integration activities, such as populating a record in another system from the data extracted during the intake process in Laserfiche, or looking up a record in another system from the Laserfiche interface itself (Bidirectional Integration).
  - **LF Integrator GP** LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
  - LF Integrator AutoCAD LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
  - GeoDocs: GeoDocs™ is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
  - ImageSign for Laserfiche ImageSign for Laserfiche allows you to digitally sign documents inside of Laserfiche securely. There are also options for utilizing external signature pads to allow customers & external users to electronically sign documents.
     \*Created & supported by MCCi only.



## [HARDWARE REQUIREMENTS]

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

#### Scanning Station PC

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	2.8 GHz processor or faster
Memory	2 GB RAM or more
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

#### Client

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	1 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	1 GB RAM or more, Performing OCR: 2 GB RAM
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

#### Batch Processing Quick Fields Machine

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
СРИ	2.8 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	4 GB RAM or more
Communications	TCP/IP
High Volume Recommendation	Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz

### Laserfiche Application Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 1 or later)
СРИ	Quad-Core Processor, 2.5 GHz Processor or better
Memory	4 - 8 GB RAM
Communications	тср/ір

#### Image/File Server Storage

Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically use a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.





# Database Management System

Avante SQL or Rio SQL	SQL Server 2012, SQL Server 2008 R2 Standard, Microsoft SQL Server 2005 (Service Pack 3 or later), Oracle 9i Release 2 (9.2.0.8+), Oracle 10g (10.2.0.4+), Oracle 11g (11.1.0.6+). For MSSQL, MCCi recommends storing the MDF and LDF on different drives. Growth of MDF to 10% – 15% and Log to 5% to 10% of cumulative Laserfiche Volume size is anticipated.
Avante SQL Express	Microsoft SQL Server 2008 Express Edition
	*Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation.

### Laserfiche Workflow Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 2 or later)
СРИ	4 Core Processor, 2 GHz Processor or better
Memory	4 GB RAM
Communications	TCP/IP

### Laserfiche Audit Trail Server

OS	Windows Server 2012, Windows 2008 R2, Windows Server 2003 (Service Pack 2 or later), IIS 6 or 7
СРИ	Dual Core Processor, 2 GHz Processor or better
Memory	2 – 4 GB RAM
Communications	TCP/IP
Local Storage	C:\ Drive with 40GB or greater available

### Web Module Server(s)

Required if	Installing "Web Access" or Public Portal- Weblink"
OS	Windows Server 2012 with IIS 8, Windows Server 2008 R2 with IIS 7, Windows Server 2003 with IIS 6
CPU	Dual Core 2.8 GHz or faster processor
Memory	2 GB RAM or more
Viewer	Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 9. Other supported browsers are Firefox, Safari and Chrome
Nete	Clients are responsible for any additional security protocol setup/associated fees that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication, or setting up VPN access to allow Laserfiche's iPad/iPhone applications to connect through the Web Access
Note	server.



MCCi [HARDWARE REQUIREMENTS]

Laserfiche Public Portal – Weblink Per Processor (Unlimited) licensing specifics: The Public Portal License allows unlimited connections per processor, however a large number of connections may affect the Laserfiche application server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). The client must have one Public Portal License for each Laserfiche application server they desire to connect to, and the Public Portal license must be licensed by the appropriate number of processors, which is required to match or exceed the CPUs/processors on the Laserfiche application server that the Public Portal will connect to. For example, the client must have a dual-processor or multiprocessor Public Portal license in order to connect to a Laserfiche Application Server that has two or more processors. Public Portal View Only Licenses may only be used with WebLink; they are not available for other applications.

#### **OCR** Scheduler for Laserfiche

OS	Windows Operation Systems: 32 & 64 bit
Requirements	Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client.
Recommendation	1 dedicated LF Named User license
Note	Does not support OCR for Electronic Documents

#### Scanners

Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: http://laserfiche.com/static/Resources/scanlist.html.

#### Laserfiche Forms

Laserfiche Server	Version 8.3.2 or higher, Avante or Rio licensing model
Web Server	Windows Server 2008 or Windows 7 with IIS 7 or 7.5, Windows Server 2012 or Windows 8 with IIS 8
CPU	2.9 GHz or faster processor
Memory	8 GB RAM or more
Database Server	Microsoft SQL Server 2008, 2008 R2, and 2012
Client	Laserfiche Forms can be viewed in Chrome, Firefox 3.5 and higher, Internet Explorer 7 and higher, Opera, and Safari (Mac only). It also supports mobile browsing from iPad 2 and higher. For best results we recommend using Internet Explorer 9 or higher, Firefox 12 or higher, or Chrome 6 or higher
	Forms Portal allows for connection to one application server and one repository. Internet
Note	Explorer 7 users should install Microsoft security update 947864 (MS08-024)



# MCCi Answer

Completed attachment and corresponding product and service discount sheets enclosed.

Discount for Prompt Payment: 0%

# **ATTACHMENT A - BID PRICE SHEET**

# INVITATION FOR BID (IFB) 391322 FOR DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

ITEM	PERCENTAGE DISCOUNT (MAY BID ON ONE OR MORE ITEMS)
ITEM # 1 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Laserfiche Products and Services Laserfiche Products and Services offered shall include: United, Avante, RIO, and Laserfiche Software Assurance Plan (LSAP) Basic and Premium.	Product: 6.75% on Laserfiche Product LSAP: 10% on Laserfiche Software Assurance Plan. Discount requires active SLA with MCCi.
ITEM # 2 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Fujitsu Scanner Products and Services Fujitsu Scanner Products and Services offered shall include: Scanners, Maintenance, Service, Accessories, and Software	No bid: The City will receive better pricing from a high volume hardware supplier
ITEM # 3 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Contex Scanner Products and Services Contex Scanner Products and Services offered shall include: Scanners, Maitenance, Service, Accessories, and Software.	No bid: The City will receive better pricing from a high volume hardware supplier
ITEM # 4 - Percentage Discount, off Manufacturer Published Price List or Catalog, for the purchase of Kofax Software Products and Services	No bid

# **ATTACHMENT A - BID PRICE SHEET**

# INVITATION FOR BID (IFB) 391322 FOR DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

BALANCE OF LINE (SEE SECTION 2.10 OF THE IFB)					
SERVICE	PERCENTAGE DISCOUNT				
Setup Services (per hour)	10%				
Training Services (per hour)	10%				
Development (Integration) Services (per hour)	10%				
Customized Laserfiche services, such as are currently employed for automated bulk importantion and automated GS1-SL Retention Scheduling (per hour)	10%				
MCCi integration between Laserfiche and Legistar (Granicus's Legislative Management Suite)	Only available through MCCi as LF VAR				
MCCi integration between Legistar and Municode	Only available through MCCi as LF VAR				
Access to "Training Center for Laserfiche" - Created and Maintained by MCCi	Upon Reinstatement: No charge for 1st year of subscription				
1st year of Managed Services (Up to 10 hours)	Upon Reinstatment: No charge for 1st year of LSAP renewal				
Discount on Scanning Services (Assuming Miami become a MCCi Laserfiche client)	Special Government Pricing - Please see attached				

Note: Bidders may utilize the blank spaces provided above to list other services offered under the Balance of Line.

# **ATTACHMENT A - BID PRICE SHEET**

# INVITATION FOR BID (IFB) 391322 FOR DOCUMENT MANAGEMENT SOFTWARE, HARDWARE, AND SERVICES

NOTE: Upon completion, Bidder's may print this document, scan it, and attach it to their electronic bid response via the Oracle/iSupplier Sourcing System. If responding via hardcopy, Bidders must include a copy with the original signature. FAILURE TO SUBMIT THIS FORM AT TIME OF BID SHALL DEEM BIDDER NON-RESPONSIVE. Published price list or catalog for Lines 1 to 4 and Balance of Line services must be provided at the time of bid submittal in electronic format, either as an attachment in the header section of the bidder's electronic response via the Oracle iSupplier system OR in a CD or flash drive/memory drive if submitting a hardcopy bid response.

Company Name: MCC	Ci, LLC - A Subsidiary of Municipal Code Corporation		
Company Contact Signature	: Day Dans	Date: _	12/16/2013
Company Contact Name:	Donny Barstow - President, MCCi		

# Laserfiche Avante

roduct Description	Code	Software Retail	LSAP Retail		Notes
			Premium	Basic	
ervers					
Laserfiche Avante Server for SQL Express with Workflow	MSE10	\$1,500	\$450	\$300	1
Laserfiche Avante Server for MS SQL with Workflow	MSE30	\$5,000	\$1,500	\$1,000	
Laserfiche Avante Server for Oracle with Workflow	MSE50	\$10,000	\$3,000	\$2,000	
Laserfiche Avante Records Management Edition Server for MS SQL with Workflow	MSE35	\$11,000	\$3,300	\$2,200	2
Laserfiche Avante Records Management Edition Server for Oracle with Workflow	MSE55	\$16,000	\$4,800	\$3,200	
Laserfiche Records Management Module	MSM60	\$6,000	\$1,800	\$1,200	
Laserfiche Avante Additional Repository for SQL Express	MSA10	\$1,000	\$300	\$200	
Laserfiche Avante Additional Repository for MS SQL	MSA30	\$1,000	\$300	\$200	
Laserfiche Avante Additional Repository for Oracle	MSA50	\$2,000	\$600	\$400	

These applications are licensed for the entire system; the price is bas	ed				
on the total Named Full Users.					
		Software	LSA	AP.	
Product Description	Code	Retail	Retail		Notes
			Premium	Basic	
Auditing tools					-
Laserfiche Starter Audit Trail	MATS	to all named			4
Laserfiche Standard Audit Trail	MATM	15% add-on to all named users			
			l-on to all nam		

#### Web Tools

Laserfiche Web Access	MWAX	20% add-on to all named users	5

# Digital Signatures

Laserfiche Digital Signatures	MDGSG	to all named	<u>6</u>

### Forms Tools

Laserfiche Forms Allows form creation and submission as well as the ability to participate in routing for all licensed users.	MFRM	10% add	l-on to all nam	ed users	Z
Laserfiche Forms Portal Add-on	MPFRM	\$7,995	\$2,400	\$1,600	8
Allows form submission from unlicensed (public) users.					

## **Desktop-Based Products**

These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.

Product Description	Code	Software Retail	LS. Rej	AP tail	Notes
			Premium	Basic	
mage Capture Tools					
Laserfiche Import Agent	MCA01	\$1,495	\$449	\$390	
Laserfiche Quick Fields	MC001	\$595	\$179	\$120	
	MCQ01 MCQ14	\$595 \$9,995		\$120	
Laserfiche Quick Fields Agent	-		\$3,000	. ,	
Laserfiche Quick Fields Scripting Kit	MCQ18	\$595	\$179	\$120	
Laserfiche Auto Stamp/Redaction/Bates Num.	MCQ06	\$495	\$149	\$100	9
Laserfiche Document Classification	MCQ09	\$4,995	\$1,499	\$1,000	
Laserfiche Forms Alignment	MCQ10	\$2,495	\$749	\$500	10
Laserfiche Optical Mark Recognition	MCQ11	\$2,495	\$749	\$500	
Laserfiche Forms Identification	MCQ15	\$2,495	\$749	\$500	
Laserfiche Forms Extractor	MCQ16	\$2,495	\$749	\$500	
	-				
Laserfiche Forms Combo	MCQC1	\$9,995	\$2,999	\$2,000	<u>11</u>
Includes Zone OCR and Validation, Document Classification, OMR,					
Forms Alignment, Form Extractor, Forms Identification.					
Laserfiche Zone OCR and Validation Package	MCQC3	\$2,795	\$839	\$560	
Laserfiche Barcode and Validation Package	MCQC4	\$1,695	\$509	\$340	
Laserfiche Real Time Look Up and Validation Package	MCQC5	\$595	\$179	\$120	
Level Cales Constant	N40004	64CE	ć F O	622	
Laserfiche ScanConnect	MCS01	\$165	\$50	\$33	
Laserfiche ScanConnect 5 Pack	MCS05	\$660	\$199	\$132	
Laserfiche ScanConnect 10 Pack	MCS10	\$915	\$275	\$183	
igital Archiving and Publishing Tools					
Laserfiche Plug-in	MPL01	\$3,795	\$1,898	\$1,590	
tandalone Products	MCCAO	éror	6200	¢100	
Laserfiche Desktop	MSS10	\$595	\$290	\$190	<u>12</u>
Laserfiche Notebook (No scanning and OCR)	MSS20	\$895	\$390	\$290	
Laserfiche Executive	MSS40	\$2,495	\$990	\$690	

### Server-Based Products

These applications are installed on a server and are available to some or all users client-side. You must buy one copy of the software for each server on which you wish to install it.

Product Description	Code	Software Retail		AP tail	Notes
			Premium	Basic	
Neb Portals and Distribution Tools					
Laserfiche Starter Public Portal	MPP1	\$15,000	\$4,500	\$3,000	<u>13</u>
Laserfiche Standard Public Portal	MPPS	\$25,000	\$7,500	\$5 <i>,</i> 000	14
Laserfiche Midsized Public Portal	MPPM	\$35,000	\$10,500	\$7,000	15
Laserfiche Unlimited Public Portal	MPPX	\$45,000	\$13,500	\$9,000	<u>16</u>
Unlimited retrieval connections per processor					
Laserfiche Unlimited Public Portal for dual processor machine	MPPX2	\$50,000	\$15,000	\$10,000	
		47.007			
Laserfiche Web Distribution Portal	MPD	\$7,995	\$2,400	\$1,600	17
genda Management					
Laserfiche Agenda Manager (includes 5 Meeting Types)	MMG05	\$15,000	\$4,500	\$3,000	
Laserfiche Agenda Processor (includes 1 Meeting Type)	MMG01	\$5,000	\$1,500	\$1,000	
Laserfiche Agenda Manager Additional Meeting Type	MMM01	\$1,000	\$300	\$200	

Laserfiche Integration Express for HTE	MTKH	\$2,495	\$750	\$500	
Third Party Products					

These products are complementary to the Laserfiche Avante product					
line.					
inte.		Software	LS		
Product Description	Code	Retail	Retail		Notes
			Premium	Basic	
CRM integration					_
Junxure Integration	MTKJLB			\$300	

#### Laserfiche eCopy Connector

LF Connector	MTKCON	\$1,495	\$299	<u>19</u>
LF Connector 5 Pack	MTKCON5	\$5 <i>,</i> 975	\$1,195	

## **Discontinued Products**

Existing customers who prefer to remain using the discontinued products can purchase annual LSAP for support and updates. No new orders can be placed for these discontinued products.

		Software	LS	АР	
Product Description	Code	Retail	Retail		Notes
			Premium	Basic	

Laserfiche Zone OCR	MCQ03	\$749	\$500	
Laserfiche Barcode	MCQ04	\$449	\$300	
Laserfiche Real-Time Look Up	MCQ05	\$149	\$100	
Laserfiche Pattern Matching	MCQ12	\$149	\$100	
Laserfiche Integration Express	ΜΤΚΧ	\$749	\$499	

# **Pricing Notes**

1. There is no maximum user or page limitation for the Laserfich Avante Servers. Laserfiche Avante Servers require Laserfiche version 8.1 or later. All Laserfiche Avante Servers include Workflow and one repository.

2. Records Management Edition requires purchasing Advanced Audit Trail for all named users. Laserfiche Records Management Edition is DoD 5015.2 Certified. For our certified system configuration, please visit http://jitc.fhu.disa.mil/cgi/rma/reg.aspx

- 3. Named users include Snapshot and Email.
- 4. Percentage add-on products are calculated based on the total price of named users using these equations:
- N = # of named user; P = % of the add-on; Add-on software price = \$500 x N x P; Basic LSAP = software x 20% = (\$500 x N x P) x 20% Example of 10 users with Starter Audit Trail (MATS): N = 10, P = 10%

MATS software price = \$500 x 10 x 10% = **\$500** 

- MATSB Basic LSAP price = \$500 MATS x 20 % = **\$100**
- MATSP Premium LSAP price = \$500 MATS x 30 % = \$150
- 5. Example of 10 users with Web Access (MWAX): N = 10, P = 20% MWAX software price = \$500 x 10 x 20% = **\$1000**
- MWAXB Basic LSAP price = \$1000 MWAX x 20 % = **\$200**
- MWAXP Premium LSAP price = \$1000 MWAX x 30 % = \$300
- 6. Laserfiche Digital Signatures requires Laserfiche 8.3 or later.
- 7. Laserfiche Forms is sold per Laserfiche Full named user and must be licensed across the entire system.
- 8. Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms.
- 9. Laserfiche Auto Stamp/Redaction/Bates Num. was previously named Laserfiche Annotation/Bates Numbering
- 10. Laserfiche Forms Alignment was previously named Laserfiche Forms Registration

11. No credit will be given for components of MCQC1 when MCQC1 is purchased. Includes Zone OCR and Validation, Document Classification, Forms Alignment, OMR, Forms Identification, Form Extractor.

- 12. Laserfiche Desktop is limited to 1 full user, 1 volume and 1 repository with 16,000 pages.
- 13. Starter Public Portal includes Laserfiche WebLink and 10 WebLink-only retrieval connections.
- 14. Standard Public Portal includes Laserfiche WebLink and 25 WebLink-only retrieval connections.
- 15. Midsized Public Portal includes Laserfiche WebLink and 50 WebLink-only retrieval connections.

16. Unlimited Public Portal includes Laserfiche WebLink and unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche WebLink. Any physical server or virtual machine using Public Portal licenses must have a number of licenses equal to the number of processors on the Laserfiche Server.

17. Web Distribution Portal includes Laserfiche WebLink and 5 WebLink-only retrieval connections. It is restricted to one security profile, meaning all users will log in with the same anonymous access.

18. Laserfiche SDK orders must have company authorization before shipment of product. Previously named "Laserfiche Toolkit".

19. eCopy Connector does not require a dedicated named user license; however, it is preferred to minimize potential issues.

# Laserfiche Rio

Product Description		Code	List Price	QTY DISC.	List LSAP	
			(Each)		Premium	Basic
Laserfiche Rio Pilot Named Full Users	25 users	ENFPL25	\$900	0%	\$243	\$180
	50 users	ENFPL50	\$833	7%	\$225	\$167
Laserfiche Rio Named Full Users (1) (2)	100 users	ENF01	\$700	0%	\$189	\$140
	200 users	ENF02	\$600	14%	\$162	\$120
	500 users	ENF05	\$500	29%	\$135	\$100
	1,000 users	ENF10	\$400	43%	\$108	\$80
	1,500 users	ENF15	\$350	50%	\$95	\$70
	2,000 users	ENF20	\$300	57%	\$81	\$60
	3,000 users	ENF30	\$260	63%	\$70	\$52
	4,000 users	ENF40	\$230	67%	\$62	\$46
	5,000 users	ENF50	\$200	71%	\$54	\$40
	6,000 users	ENF60	\$190	73%	\$51	\$38
	7,000 users	ENF70	\$180	74%	\$49	\$36
	8,000 users	ENF80	\$170	76%	\$46	\$34
	9,000 users	ENF90	\$160	77%	\$43	\$32
	10,000 users	ENF100	\$150	79%	\$41	\$30
	20,000 users	ENF200	\$135	81%	\$36	\$27
	30,000 users	ENF300	\$120	83%	\$32	\$24
	40,000 users	ENF400	\$110	84%	\$30	\$22
	50,000 users	ENF500	\$100	86%	\$27	\$20
			- -			
	200 users	ENR2	\$200	0%	\$54	\$40
aserfiche Rio Named Retrieval Users (3)	1,000 users	ENR10	\$100	0%	\$27	\$20
	10,000 users	ENR100	\$38	62%	\$10	\$8
	20,000 users	ENR200	\$34	66%	\$9	\$7
	50,000 users	ENR500	\$25	75%	\$7	\$5
aserfiche Pilot Public Portal license		PPM25	\$25,000		\$6,750	\$5,000
ncludes Laserfiche WebLink and 25 WebLink-or	nly retrieval connections					
Laserfiche Public Portal license		РРХ	\$45,000		\$12,150	\$9,000
ncludes Laserfiche WebLink and unlimited Web	Link-only retrieval					
connections per processor (4)						
Laserfiche Public Portal license for dual process	or machine	PPX2	\$50,000		\$13,500	\$10,000

# Percentage Add-Ons

Laserfiche Public Portal license for multiprocessor machine

Laserfiche Records Management Edition (5)	ERM	10% add-on to all named full and retrieval users		
Laserfiche Oracle Server Support	EOS	10% add-on to all named full and retrieval users		
Laserfiche Forms	EFRM			
Allows form creation and submission as well as the ability to participate in routing for all licensed users.		10% add-on to all named full users		
Laserfiche Forms Portal Add-on	EPFRM	\$7,995	\$2,159	\$1,599
Allows form submission from unlicensed (public) users. (6)				
Laserfiche Forms Enterprise Portal Add-on (7)	EPXFRM	\$24,000	\$6,480	\$4,800
Allows anonymous form submission from unlicensed (public) users. Unlimited installations				

PPMX

\$75,000

\$20,250

\$15,000

# **Desktop-Based Add-Ons**

These applications are licensed per desktop; you will need one copy of the software for each computer on which it will be installed.

Product Description	Code	List Price	List LSAP	
		(Each)	Premium	Basic
Capture Tools				
Laserfiche Quick Fields	QC5	\$595	\$160	\$120
Laserfiche Quick Fields Basic	QC4	\$2,500	\$675	\$500
Quick Fields and Validation packages for Bar Code and Real-Time Lookup				
Laserfiche Quick Fields Core	QC1	\$5,000	\$1,350	\$1,000
Quick Fields, Quick Fields Scripting Kit and Validation packages for Bar				
Code, Real-Time Lookup and Zone OCR				
Laserfiche Quick Fields Classify	QC2	\$7,500	\$2,025	\$1,500
Quick Fields Core package plus Document Classification				
Laserfiche Quick Fields Context	QC3	\$10,000	\$2,700	\$2,000
Quick Fields Core package plus Forms Alignment, Forms Identification,				
Forms Extractor, Optical Mark Recognition and Auto				
Stamp/Redaction/Bates Num.				
Laserfiche Quick Fields Complete (All of the above)	QCX	\$15,000	\$4,050	\$3,000
Laserfiche Quick Fields Agent	QFA	\$10,000	\$2,700	\$2,000
Laserfiche Auto Stamp/Redaction/Bates Num. (upgrades only)	QC6	\$500	\$135	\$100
Laserfiche Document Classification (upgrades only)	QC9	\$5,000	\$1,350	\$1,000
Laserfiche Import Agent	IA	\$1,500	\$405	\$300
Laserfiche ScanConnect	SC01	\$165	\$45	\$33
Laserfiche ScanConnect 5-pack	SC05	\$660	\$178	\$132
Laserfiche ScanConnect 10-pack	SC10	\$915	\$247	\$183
		•	•	
Digital Archiving and Publishing				
Laserfiche Plus for Digital Archiving (up to 5 seats, internal business use only)	PLUS1	\$10,000	\$2,700	\$2,000
Laserfiche Plus for Publishing (royalty-free distribution of published media (8		\$3,800	\$1,900	\$1,600

# Server-Based Add-Ons

These applications are installed on a server and available to some or all users client-side. You must buy one copy of the software for each server on which you wish to install it.

Product Description	Code	List Price	List LSAP	
		(Each)	Premium	Basic
Agenda Manager				
Laserfiche Enterprise Agenda Manager (10 Meeting Types)	EAM	\$25,000	\$6,750	\$5,000
Laserfiche Enterprise Agenda Manager (50 Meeting Types)	EAM50	\$35,000	\$9,450	\$7,000
Integration Tools				
Laserfiche SDK	ТК	\$2,500	\$1,000	\$750

# **Third Party Products**

These				
Product Description	Code	List Price	List LSAP	
		(Each)	Premium	Basic
Laserfiche eCopy Connector				
LF Connector	ETKCON	\$1,495		\$299
LF Connector 5 Pack	ETKCON5	\$5,975		\$1,195

# **Pricing Notes**

- **NOTE:** A minimum of one year LSAP must be purchased with each new system. When new users or software are added to the system, LSAP should be adjusted so that all components of the system have the same renewal date.
- **NOTE:** Volume discounts for additional users are based on the total size of the system. Thus someone adding 200 users to a 300-user system would receive the 500-user discount on the new purchase. Users must have current LSAP to take advantage of volume discounts.
- **NOTE:** "Premium" LSAP provides a higher level of service as defined in Laserfiche service agreements.
- NOTE: Quantity discounts for Laserfiche Rio Pilot named full users licenses and Laserfiche Rio full named user licenses are calculated
  - (1) Named User pricing includes the following features:
    - Unlimited Laserfiche Servers
    - Workflow
    - Web Access (including Lf Mobile, Web Access Light and the SharePoint integration)
    - Advanced Audit Trail with Watermark feature
    - Web Administration Console \*requires Server 8.3 or later
    - Digital Signatures \*requires Server 8.3 or later
    - Snapshot
    - E-mail
  - (2) Rio Licensing is enforced by the Rio License Manager, a tool included with each Rio system.
  - (3) Named Retrieval Users have read-only access to Rio servers. Initial purchase has a minimum of 200 users.
  - (4) Unlimited Public Portal includes WebLink and WebLink-only unlimited retrieval connections per processor. Public Portal licenses provide read-only access only through Laserfiche WebLink. Any physical server or virtual machine using a Unlimited Public Portal license must have a number of licenses equal to the number of processors on the Laserfiche Server.
  - (5) Laserfiche Records Management Edition is DoD 5015.2 certified. For our certified system configuration, please visit http://jitc.fhu.disa.mil/cgi/rma/reg.aspx
  - (6) Laserfiche Forms Portal Add-on requires the purchase of Laserfiche Forms and is licensed per server.
  - (7) Laserfiche Forms Enterprise Portal Add-on requires the purchase of Laserfiche Forms and is licensed per Laserfiche Rio system.
  - (8) Laserfiche Plus for Publishing allows royalty-free distribution of published CDs, provided they are distributed free of charge. Please see the license agreement for further details.

# Laserfiche United

	Laserfiche PRODUCTS/SOFTWARE LSAP (L		LSAP (Laserfiche SOFTWARE ASSU	RANCE PLAN)	NOTES
	Model No.	Retail Price	**Model No.	Retail Price	
SERVERS					
Laserfiche Records Management Edition (For MS SQL or Oracl	e) - DoD 5015.2 Certified				
RME Server for MS SQL	S35	\$21,000	S35D	\$8,400	1, 2
			S35P	\$6,300	1
			S35B	\$4,200	1
RME Enterprise Server for MS SQL	S45	\$32,000	S45D	\$12,800	
			S45P	\$9,600	T
			S45B	\$6,400	1
Additional Repository - RME Server for MS SQL	SA35	\$3,000	SA35D	\$1,200	
			SA35P	\$900	1
			SA35B	\$600	T
Additional Repository - RME Enterprise Server for MS SQL	SA45	\$3,000	SA45D	\$1,200	
			SA45P	\$900	1
			SA45B	\$600	1
RME Server for Oracle	S55	\$27,000	S55D	\$10,800	1
			S55P	\$8,100	1
			S55B	\$5,400	1
RME Enterprise Server for Oracle	S65	\$46,000	S65D	\$18,400	
			S65P	\$13,800	1
			S65B	\$9,200	1
Additional Repository - RME Server for Oracle	SA55	\$4,000	SA55D	\$1,600	
			SA55P	\$1,200	1
			SA55B	\$800	1
Additional Repository - RME Enterprise Server for Oracle	SA65	\$4,000	SA65D	\$1,600	
			SA65P	\$1,200	1
			SA65B	\$800	1
Laserfiche United (For MS SQL or Oracle)					
United Server for MS SQL	S30	\$7,250	S3D	\$2,900	3
			S3P	\$2,175	1
			S3B	\$1,450	1
United Enterprise Server for MS SQL (15	S40	¢21.000			
repositories)	540	\$21,000	S4D	\$8,400	
			S4P	\$6,300	
			S4B	\$4,200	
United Additional Repository for MS SQL	SA3	\$3,000	SA3D	\$1,200	
			SA3P	\$900	T
			SA3B	\$600	
United Enterprise Additional Repository for MS SQL	SA4	\$3,000	SA4D	\$1,200	
			SA4P	\$900	
			SA4B	\$600	T
United Server for Oracle	S50	\$15,000	S5D	\$6,000	
			S5P	\$4,500	]
			S5B	\$3,000	T

United Enterprise Server for Oracle (15					
repositories)	S60	\$35,000	S6D	\$14,000	
			S6P	\$10,500	+
			S6B	\$7,000	
United Additional Repository for Oracle	SA5	\$4,000	SA5D	\$1,600	
			SA5P	\$1,200	
			SA5B	\$800	
United Enterprise Additional Repository for Oracle	SA6	\$4,000	SA6D	\$1,600	
			SA6P	\$1,200	1
			SA6B	\$800	
Laserfiche Team (MSDE included)					
Team Server (Single repository)	S10	\$2,250	S1D	\$900	4
			S1P	\$675	
			S1B	\$450	1
Team Server Additional Repository	SA1	\$2,000	SA1D	\$800	
			SA1P	\$600	1
			SA1B	\$400	1
M Group Server (15 repositories)	This product is	no longer available.	S2P	\$1,800	
		ort is still provided.	S2B	\$1,200	
RECORDS MANAGEMENT MODULE		· ·		<b>,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Records Management Module	RM2	\$6,000	RM2D	\$2,400	5
		<i><b>Q</b></i> <b>QQQQQQQQQQQQQ</b>	RM2P	\$1,800	Ŭ
			RM2B	\$1,200	+
STANDALONE			TUNED	ψ1,200	
Desktop	This product is	no longer available.	A10P	\$290	6
		ort is still provided.	A10B	\$190	Ŭ
Notebook (No scanning and OCR)		no longer available.	A20P	\$390	
		ort is still provided.	A20B	\$390	+
Executive			A40P		
LXECUIVE		no longer available. ort is still provided.	A40P A40B	\$990 \$690	+
Dhe (includes Everytive & Dhe shur in)					
Plus (includes Executive & Plus plug-in)		no longer available.	A50P	\$2,890	-
	riowever, supp	ion is sui provided.	A50B	\$2,290	
USER LICENSES	_	0050			-
Full User	F	\$650	FD	\$260	7
			FP	\$195	4
		•	FB	\$130	_
Full User	FX	\$750	FXD	\$300	8
(Email & Snapshot included)			FXP	\$225	4
			FXB	\$150	
Retrieval User	R	\$250	RD	\$100	9
			RP	\$75	
			RB	\$50	
Retrieval User	RX	\$300	RXD	\$120	10
(Email included)			RXP	\$90	↓
			RXB	\$60	
Email Plug-in	PM	\$80	PMD	\$32	11
			PMP	\$24	
			PMB	\$16	

Plus Plug-in	97840	\$3,795	97840UD	\$2,277	
			97840UP	\$1,898	1
			97840UB	\$1,590	1
Snapshot	PS	\$100	PSD	\$40	12
			PSP	\$30	1
			PSB	\$20	1
WEB TOOLS					
Web Access	WA1	\$7,995	WA1D	\$3,198	
			WA1P	\$2,390	1
			WA1B	\$1,590	1
Veb Access - Additional Repository	WA1A	\$1,250	WA1AD	\$500	
			WA1AP	\$375	1
			WA1AB	\$250	1
Web Access Enterprise	WA2	\$15,995	WA2D	\$6,398	
			WA2P	\$4,790	1
			WA2B	\$3,190	1
Web Access Enterprise - Add'l Repository	WA2A	\$1,250	WA2AD	\$500	
			WA2AP	\$375	1
			WA2AB	\$250	1
WebLink	97830	\$7,995	97830UD	\$3,198	13
			97830UP	\$2,390	1
			97830UB	\$1,590	1
WebLink - Additional Repository	97830A	\$1,250	97830AUD	\$500	
			97830AUP	\$375	1
			97830AUB	\$250	1
WebLink Enterprise	97831	\$15,995	97831UD	\$6,398	
			97831UP	\$4,790	1
			97831UB	\$3,190	1
WebLink Enterprise - Additional Repository	97831A	\$1,250	97831AUD	\$500	
			97831AUP	\$375	1
			97831AUB	\$250	1
AUDITING					
Audit Trail - Advanced	97871	\$7,995	97871UD	\$3,198	
			97871UP	\$2,399	Ī
			97871UB	\$1,599	1
Audit Trail - Standard	97870	\$4,995	97870UD	\$1,998	
			97870UP	\$1,499	1
			97870UB	\$999	Ī
Audit Trail - Starter	97872	\$2,495	97872UD	\$998	
			97872UP	\$749	Ī
			97872UB	\$499	1
WORKFLOW AND PROCESS AUTOMATION					
Laserfiche Workflow Suite					
Workflow	WFS	\$15,000	WFSD	\$6,000	14
			WFSP	\$4,500	1
			WFSB	\$3,000	1
Workflow Additional User	WFA	\$300	WFAD	\$120	15
			WFAP	\$90	1
			WFAB	\$60	1

Teamwork	WF10	\$5,000	WF10D	\$2,000
			WF10P	\$1,500
			WF10B	\$1,000
Teamwork Additional User	WF10A	\$300	WF10AD	\$120
			WF10AP	\$90
			WF10AB	\$60
Workflow (Unlimited user)	This product is	no longer available.	97850UP	\$6,250
	However, supp	ort is still provided.	97850UB	\$5,000
Laserfiche Agenda Manager	•			i
Agenda Manager (Includes 5 AMA)	AM	\$15,000	AMD	\$6,000
			AMP	\$4,500
			AMB	\$3,000
Agenda Processor (Includes 1 AMA)	AMJ	\$5,000	AMJD	\$2,000
			AMJP	\$1,500
			AMJB	\$1,000
Agenda Manager Additional Meeting Type	AMA	\$1,000	AMAD	\$400
			AMAP	\$300
			AMAB	\$200
CAPTURE TOOLS				
Laserfiche Quick Fields	QF	\$595	QFD	\$238
			QFP	\$179
			QFB	\$120
Auto Stamp/Redaction/Bates Num.	QF-6	\$495	QF-6D	\$198
			QF-6P	\$149
			QF-6B	\$100
Barcode	This are duct in		QF-4D	\$598
		no longer available.	QF-4P	\$449
	nowever, supp		QF-4B	\$300
Document Classification	QF-9	\$4,995	QF-9D	\$1,998
			05.05	
			QF-9P	\$1,499
			QF-9P QF-9B	\$1,499 \$1,000
Forms Combo (includes QF-3, QF-9, QF-10, QF-11, QF-15, QF-	QF-C1	\$9.995	QF-9B	\$1,000
	QF-C1	\$9,995	QF-9B QF-C1D	\$1,000
Forms Combo (includes QF-3, QF-9, QF-10, QF-11, QF-15, QF-	QF-C1	\$9,995	QF-9B	\$1,000

Forms Processing	This product i		QF-8D	\$3,198	
		s no longer available. pport is still provided.	QF-8P	\$2,399	T I
			QF-8B	\$1,600	1
Forms Alignment	QF-10 \$2,495		QF-10D	\$998	20
			QF-10P	\$749	T I
			QF-10B	\$500	T I
Optical Mark Recognition	QF-11	\$2,495	QF-11D	\$998	
			QF-11P	\$749	T I
			QF-11B	\$500	T I
Pattern Matching	Pattern Matching This product is no longer available. However, support is still provided.		QF-12D	\$198	
			QF-12P	\$149	I
				\$100	

Quick Fields Agent	QF-14	\$9,995	QF-14D	\$4,000
			QF-14P	\$3,000
			QF-14B	\$2,000
Laserfiche Quick Fields Scripting Kit	QF-18	\$595	QF-18D	\$238
			QF-18P	\$179
			QF-18B	\$120
Forms Identification	QF-15	\$2,495	QF-15D	\$998
			QF-15P	\$749
			QF-15B	\$500
Forms Extractor	QF-16	\$2,495	QF-16D	\$998
			QF-16P	\$749
			QF-16B	\$500
Real-Time LookUp			QF-5D	\$198
		is no longer available.	QF-5P	\$149
	Tiowever, su		QF-5B	\$100
ScanConnect	QF-1	\$165	QF-1P	\$50
			QF-1B	\$33
ScanConnect 5 Pack	QF-1-5	\$660	QF-1-5P	\$199
			QF-1-5B	\$132
ScanConnect 10 Pack	QF-1-10	\$915	QF-1-10P	\$275
			QF-1-10B	\$183
Zone OCR	This are duet		QF-3D	\$998
		is no longer available. pport is still provided.	QF-3P	\$749
			QF-3B	\$500
Zone OCR and Validation Package	QF-C3	\$2,795	QF-C3D	\$1,118
			QF-C3P	\$839
			QF-C3B	\$560
Barcode and Validation Package	QF-C4	\$1,695	QF-C4D	\$678
			QF-C4P	\$509
			QF-C4B	\$340
Real-Time LookUp and Validation Package	QF-C5	\$595	QF-C5D	\$238
			QF-C5P	\$179
			QF-C5B	\$120
Import Agent	PI	\$1,495	PID	\$598
			PIP	\$449
			PIB	\$390
Remote Scanning 5 user			97801UD	\$998
			97801UP	\$749
			97801UB	\$490
Remote Scanning 10 user		is no longer available.	97802UD	\$1,398
		by Quick Fields. However, support is still	97802UP	\$1,049
	ł	provided.	97802UB	\$690
Remote Scanning 25 user			97803UD	\$2,198
			97803UP	\$1,649
			97803UB	\$1,090

Remote Scanning 50 user			97805UD	\$3,198	
······································			97805UP	\$2,399	1
			97805UB	\$1,590	1
Remote Scanning 100 user and up	This product is	s no longer available.	97806UD	\$3,998	
		by Quick Fields. However, support is still	97806UP	\$2,999	†
	a l	provided.	97806UB	\$1,990	1
Universal Capture Plug-in			97810UD	\$598	
			97810UP	\$449	1
			97810UB	\$300	1
INTEGRATION PRODUCTS AND UTILITIES					
Laserfiche SDK	97858	\$2,500	97858UD	\$1,125	21
			97858UP	\$1,000	1
			97858UB	\$750	1
Integration Express	This are duct it		IXD	\$998	
		s no longer available.	IXP	\$749	1
			IXB	\$499	1
Integration Express-GIS (First Data Layer)			IXGISD	\$1,000	
			IXGISP	\$750	1
		s no longer available. . Please see the Integration Marketplace	IXGISB	\$500	
Integration Express-GIS (Additional Data Layer)		ther options.	IXGISAD	\$600	
			IXGISAP	\$450	1
			IXGISAB	\$300	Ţ Į
Integration Express-HTE	IX-HTE	\$2,500	IX-HTED	\$1,000	
			IX-HTEP	\$750	Ţ Į
			IX-HTEB	\$500	1
<b>COMPUTER OUTPUT ARCHIVAL &amp; RETRIEVAL TOOL</b>	LS				
Laserfiche COLD					
COLD Server and Viewer	9301	\$9,995	9301UD	\$3,998	
			9301UP	\$3,490	
			9301UB	\$2,790	
	9311	\$11,995	9311UD	\$4,798	
COLD Plus Pack			9311UP	\$4,190	
			9311UB	\$3,590	
COLD Plus Plug-in	93810	\$3,295	93810UD	\$1,318	_
			93810UP	\$1,190	<u> </u>
			93810UB	\$990	
THIRD PARTY APPLICATION					
Laserfiche eCopy Connector					
LF Connector	LFCON	\$1,495	LFCONB	\$299	
LF Connector 5 Pack	LFCON5	\$5,975	LFCON5B	\$1,195	

#### NOTES: Minimum of one year LSAP must be purchased for new system.

- \* VAR price at net cost is valid only for VARs with current LSAP.
- \*\* Model numbers under Laserfiche Software Assurance Plan (LSAP) ending with P indicates 'Priority LSAP'. Those ending with D indicates 'Diamond LSAP', which
- is only available through Laserfiche certified diamond support partners for expedited queuing.
- 1. Records Management Edition includes Advanced Audit Trail.
- 2. Laserfiche Records Management edition for Microsoft SQL is DoD 5015.2 Certified.
- For our certified system configuration, please visit <a href="http://jitc.fhu.disa.mil/recmat/laserfiche/rme/">http://jitc.fhu.disa.mil/recmat/laserfiche/rme/</a>
- 3. Laserfiche 6.x supports both MS SQL 7 and 2000. Laserfiche 7 supports MS SQL 2000.
- 4. Limited to 5 full users and 10 Retrieval Users and 1 million pages.
- 5. Records management module only applies to Laserfiche 7.0. or later
- 6. Limited to 1 Full User, 1 Volume, 1 Repository and 16,000 pages.
- 7. For existing customers only who do not have Snapshot and Email plug ins
- 8. Required for new customers and existing customers who have Snapshot and Email plug ins
- 9. For existing customers only who do not have Email plug in
- 10. Required for new customers and existing customers who have Email plug in
- 11. Email plug-in licenses must match the total number of Full user and Retrieval user licenses.
- 12. Licenses must match the total number of Full user licenses.
- 13. WebLink is a read-only retrieval viewer and makes use of retrieval user licenses.
- 14.Workflow (Model # WFS) includes up to 10 workflow users, who are currently Full LF Users. Additional workflow users require the purchase of Full user licenses, being sold separately (See WF10A)
- 15. Workflow user licenses must match Full user licenses.
- 16.Only works with S10 server
- 17. Agenda Manager comes with unlimited AM users and 5 meeting types (AMA).
- 18. Laserfiche Auto Stamp/Redaction/Bates Num. was previously named Laserfiche Annotation/Bates Numbering
- 19. No credit will be given for components of QF-C1 when QF-C1 is purchased.
- 20. Laserfiche Forms Alignment was previously named Laserfiche Forms Registration
- 21. Laserfiche SDK orders must have company authorization before shipment of product. Previously named "Integrator's Toolkit".

#### UPGRADE POLICY:

Software : 100% credit to the current product with current LSAP. A minimum charge of 10% of the new product is required for the upgrade.

- LSAP: 100% credit to the current product, prorated for the remaining time. A minimum charge of 10% of the new product s required for the upgrade.
  - One year of LSAP must be purchased when upgrading.
- Note: If you have previously updated with a one-time update discount, then the credit is based on the one-time update price.

Government Not-to-Exceed Scanning								
Pricing								
Regular Size Images up to 11"x17"	Image Quantity	300 DPI Scanning per I mage	Doc Prep per Page	OCR per I mage				
Per Image	< 300	\$0.80	\$0.25	\$0.01				
Per Image	< 2,000	\$0.30	\$0.20	\$0.01				
Per Image	< 5,000	\$0.20	\$0.15	\$0.01				
Per Image	< 10,000	\$0.18	\$0.10	\$0.01				
Per Image	< 25,000	\$0.16	\$0.10	\$0.01				
Per Image	< 100,000	\$0.12	\$0.05	\$0.01				
Per Image	< 250,000	\$0.11	\$0.02	\$0.01				
Per Image	< 500,000	\$0.09	\$0.02	\$0.01				
Per Image	> 500,001	\$0.07	\$0.02	\$0.01				
Large Format up to 42" wide	Image Quantity	300 DPI Scanning per I mage	Doc Prep per Page					
Per Image	< 500	\$2.00	\$0.02					
Per Image	< 1,000	\$1.75	\$0.02					
Per Image	< 10,000	\$1.45	\$0.02					
Per Image	< 25,000	\$1.35	\$0.02					
Per Image	< 50,000	\$1.20	\$0.02					
Per Image	> 50,000	\$1.10	\$0.02					
Color Scanning		Scanning R	ate per Ima	ge				
Regular Size	\$0.50 per ima	age in addition to	scanning rate	e for regular in	nages			
Large Format	\$1.00 per image	e in addition to sc	anning rate fo	or large forma	t images			
Microform Images **\$100 Minimum Charge**	Image Quantity	16mm Microfilm	35mm Microfilm	16mm Microfiche	35mm Microfiche			
Per Image	< 5,000	\$0.060	\$0.085	\$0.130	\$0.750			
Per Image	< 10,000	\$0.050	\$0.075	\$0.125	\$0.750			
Per Image	< 25,000	\$0.050	\$0.075	\$0.120	\$0.700			
Per Image	< 50,000	\$0.045	\$0.070	\$0.120	\$0.675			
Per Image	> 50,000	\$0.040	\$0.065	\$0.115	\$0.650			
Bound Book Scanning	Image Quantity	Scanning Rate per Image						
Per Image	< 1000	\$2.00						
Per Image	< 10,000	\$1.25						
Per Image	< 25,000	\$1.15						
Per Image	> 25,000	\$1.10						
Indexing Fieldsper Index	Total Indexes	Price per index						
Per Index Field	< 500	\$0.35						
Per Index Field	< 1,000	\$0.33						
Per Index Field	< 10,000	\$0.19						
Per Index Field	< 25,000	\$0.16						
Per Index Field	< 50,000	\$0.13						
Per Index Field	< 100,000	\$0.12						
Per Index Field	> 100,001	\$0.10						
Electronic media	Burning Rate							
DVD/CD, Per Set	\$50.00							
Pick Up and Delivery	Rate	Minimum						
Pick Up, Per Box	\$15.00	\$75.00						
Delivery, Per Box	\$15.00	\$75.00						

Product Description	MSRP
MCCI SERVICE OFFERINGS	
Training Rate, per day	\$2,200
Weekend/After Hours Premium Charge	\$1,000
LF GAP Analysis - Up to 1 day	\$2,500
Project Management Rate Per Hour	\$165
Senior Project Management Rate Per Hour	\$185
Training Center for Laserfiche 50+ Users	\$3,920
Training Center for Laserfiche 100+ Users	\$6,995
Developer Rate, per hour	\$185
Trainer Rate, per hour	\$140
Managed Service Rate, per hour (This rate already includes a discount)	\$126
Systems Engineer Rate, per hour	\$140
MCCI PRODUCTS	
OCR Scheduler for Laserfiche	\$1,500
OCR Scheduler for Laserfiche Support	\$330
ImageSign for Laserfiche - Starter Utilizes	
Topaz Signature Devices to capture and place movable/sizable signatures on an	\$3,000
image.	
ImageSign for Laserfiche - Starter Support	
Utilizes Topaz Signature Devices to capture and place movable/sizable signatures on	\$630
an image.	
ImageSign for Laserfiche - Basic Utilizes	
Topaz Signature Devices to capture and place movable/sizable signatures on an	ć2 <b>7</b> 50
image. Additionally, Basic includes:	\$3,750
- Image profiles: allows user to pick from a pre-defined pick list to avoid having to	
choose the signature location each time. ImageSign for Laserfiche - Basic Support Utilizes	
Topaz Signature Devices to capture and place movable/sizable signatures on an	
image. Additionally, Basic includes:	\$788
- <i>Image profiles:</i> allows user to pick from a pre-defined pick list to avoid having to	·
choose the signature location each time.	
ImageSign for Laserfiche - Advanced	
Utilizes Topaz Signature Devices to capture and place movable/sizable signatures on	
an image. Additionally, Basic includes:	\$4,500
- Image profiles: allows user to pick from a pre-defined pick list to avoid having to	J4,JUU
choose the signature location each time.	
- Signature profile : allows signatures to be saved for repetitive use.	
ImageSign for Laserfiche - Advanced Support	
Utilizes Topaz Signature Devices to capture and place movable/sizable signatures on	
an image. Additionally, Basic includes:	\$945
- Image profiles: allows user to pick from a pre-defined pick list to avoid having to	-
choose the signature location each time.	
- Signature profile : allows signatures to be saved for repetitive use.	Å4.000
MCCi Laserfiche Integration with Legistar (subscription)	\$1,000
MCCi Municode Integration with Legistar (subscription)	\$500

Third Party Software		
LF eCopy Connector	\$1,495	
LF eCopy Connector 5 Pack	\$5,975	
DataNow Affinity Integration Tool (1 to 10)	\$1,500	
DataNow Affinity Integration Tool (11 to 25)	\$2,500	
DataNow Affinity Integration Tool (26 to 50)	\$4,000	
DataNow Affinity Integration Tool (51+)	\$6,000	
Ratchet-X FSL Commander License (1-50 Users)	\$295	each
Ratchet-X FSL Commander License (51-100 Users)	\$295	each
Ratchet-X FSL Commander License (101-250 Users)	\$295	each
Ratchet-X FSL Commander License (251-500 Users)	\$295	each
Ratchet-X FSL Commander License (501+ Users)	\$295	each
Ratchet-X FSL Aggregation Workstation (includes 1 node)	\$6,500	each
Ratchet-X FSL Additional Aggregation Workstation Nodes	\$1,500	each
Ratchet-X FSL Developer License	\$1,495	each
Ratchet-X SPL Commander License (1-50 Users)	\$236	each
Ratchet-X SPL Commander License (51-100 Users)	\$236	each
Ratchet-X SPL Commander License (101-250 Users)	\$236	each
Ratchet-X SPL Commander License (251-500 Users)	\$177	each
Ratchet-X SPL Commander License (501+ Users)	\$177	each
Ratchet-X SPL Aggregation Workstation (includes 1 node)	\$6,500	each
Ratchet-X SPL Additional Aggregation Workstation Nodes	\$1,500	each
Ratchet-X SPL Developer License	\$1,196	each
Third Party Software Support	Ŷ1,130	Cach
LF eCopy Connector	\$299	
LF eCopy Connector 5 Pack	\$1,195	
DataNow Affinity Integration Tool (1 to 10)	\$300	
DataNow Affinity Integration Tool (11 to 25)	\$500	
DataNow Affinity Integration Tool (26 to 50)	\$800	
DataNow Affinity Integration Tool (51+)	\$1,200	
Ratchet-X FSL Commander License (1-50 Users) Support	\$77	each
Ratchet-X FSL Commander License (51-100 Users) Support	\$77	each
Ratchet-X FSL Commander License (101-250 Users) Support	\$77	each
Ratchet-X FSL Commander License (251-500 Users) Support	\$77	each
Ratchet-X FSL Commander License (501+ Users) Support	\$77	each
Ratchet-X FSL Aggregation Workstation (includes 1 node) Support	\$1,300	each
Ratchet-X FSL Additional Aggregation Workstation Nodes Support	\$300	each
Ratchet-X FSL Developer License Support	\$389	each
Ratchet-X SPL Commander License (1-50 Users) Support	\$48	each
Ratchet-X SPL Commander License (51-100 Users) Support	\$48	each
Ratchet-X SPL Commander License (101-250 Users) Support	\$48	each
Ratchet-X SPL Commander License (251-500 Users) Support	\$36	each
Ratchet-X SPL Commander License (501+ Users) Support	\$36	each
Ratchet-X SPL Aggregation Workstation (includes 1 node) Support	\$1,800	each
Ratchet-X SPL Additional Aggregation Workstation Workstation Nodes Support	\$400	each
Ratchet-X SPL Developer License Support	\$400	each
Third Party Subscriptions	Υ <u></u>	Cacil
Granicus Suite Subscriptions	Pricing varies, MCCi is	
	offering a 3% discount	
	off retail	
	ULLECAL	

MCCi's response to Line Item #1 is in the form of documents and written statements, which are attached in the following order:

☑ Copy of Bidder's current Laserfiche Value Added Seller (VAR) certification

# MCCi Answer

Please see attached letter from Laserfiche corporate, which acknowledges MCCI's certification.

☑ Written documentation demonstrating that Bidder has currently five (5) years of Laserfiche experience

## MCCi Answer

Please see attached letter from Laserfiche corporate, which confirms MCCI's Laserfiche experience.

✓ Written documentation demonstrating that Bidder has successfully completed at least two (2) municipality-wide installations in the State of Florida, along with support of either Laserfiche United, Laserfiche RME, Laserfiche RIO, or Laserfiche Avante, involving process development for the full array of the municipality's departments

# MCCi Answer

MCCi has provided references of three Florida cities that are supported by MCCi, and that have implemented Laserfiche throughout many departments. All three of these references have integrations and active workflows configured as well. In addition, as the largest Laserfiche provider, MCCi has implemented and supports over 100 FL local government clients, which frequently network by attending MCCi user groups and events.



Run Smarter™

3545 Long Beach Blvd., Long Beach, CA 90807 tel: 562-988-1688 fax: 562-988-1886 www.laserfiche.com

December 31, 2013

Alexis Blue MCCi P.O. Box 2235 Tallahassee, FL 33316

Re: Laserfiche Value-Added Reseller

To Whom It May Concern,

MCCi has been a premier Laserfiche Value-Added Reseller (VAR) in good standing since 2001. They are authorized as a "Gold Certified" VAR to sell Laserfiche software, provide installation and configurations services, and support Laserfiche clients.

Regards,

Carly Meyer Regional Manager Laserfiche Enclosed:

• Copy of Tallahassee Business License





MUNICIPAL CODE CORPORATION LAWTON LANGFORD P O BOX 2235 TALLAHASSEE FL 323162235

The Business Tax Certificate for tax year 2014 is attached below. This certificate expires September 30th, 2014.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2013-14 CITY OF TALLAHASSEE BU LOCAL BUSINES	
TAX CERTIFICATE EXPIRE	S SEPTEMBER 30, 2014
DBA: MUNICIPAL CODE CORPORATION Location 1700 SW CAPITAL CIR	Account Number: 22896
Address : TALLAHASSEE FL 32310 Type (	ode Sub Code: Type Description:
MUNICIPAL CODE CORPORATION LAWTON LANGFORD	The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)

22896

Account Number:

### 3. Specifications

### **3.1. SPECIFICATIONS/SCOPE OF WORK**

### **BACKGROUND**

The City of Miami currently utilizes Laserfiche as a document repository to store official copies with long-term retention. Departments using the system include Building, City Clerk, Mayor, Planning, Community Development, Public works, Public Facilities, Code enforcement, Zoning, Planning and Human Resources.

The City's support for Laserfiche has lapsed as of October 2011, due to the contracted provider losing value-added reseller status with Laserfiche.

### EXISTING SYSTEMS

The City's Laserfiche system has remained at version 8.1.2 since October of 2011. Most Workstations are currently on Windows 7 - 64 bit and the server is Windows Server 2003 32-bit.

The City has 32 Laserfiche full licenses and 84 read licenses and the server runs Laserfiche United Version 8.1.2 32-bit. The clients are Laserfiche 8.1.2.735 (and one case of 7.21) on Windows 7 32-bit and Windows 7 64-bit.

### PRODUCTS AND SERVICES NEEDED

### LASERFICHE:

Under this contract, Bidder's shall provide the City with the following Laserfiche products and services:

Laserfiche United Laserfiche Avante Laserfiche RIO Laserfiche Software Assurance Plan (LSAP) Basic LSAP

Premium LSAP

Bidder shall also provide the City with setup services, training services, and customized Laserfiche services, such as are currently employed for automated bulk-importation and automated GS1-SL Retention Scheduling. The City will require development (integration) services to assist with (consult) or provide integration solutions such as Windows Communication Foundation (WCF) Services, Web Services or other integration points.

### SCANNERS:

Under this contract, Bidder's shall provide the City with Fujitsu and Contex scanners. In addition, Bidder shall provide for needed maintenance and service, accessories and software.

### **OTHER SOFTWARE:**

Under this contract, Bidder's shall provide the City with Kofax Software Products and Services.

CUN OF ARE		1.01	City of Miami			City Hall ) Pan American Drive Miami, FL 33133 ww.miamigov.com	
		5		Master Report			C .
				Resolutio	n R-14-0215		
	File ID #:	14-00460				Enactment Date:	6/12/14
	Version:	1		Controlling O Body: C		Status:	Passed
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	Reference:					Introduced:	5/6/14
	Name:	Accept Bid - M	CCI, LLC.				
	Requester:	Department of Information Technology		Cost:		Final Action:	6/12/14
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	Sections:						
	Indexes:						
At	tachments:		0460 Invita	-		rm.pdf, 14-00460 Bid Ta Law Dept.pdf, 14-00460	
ctio	n History						
Ver.	Acting Body	Da	ate	Action	Sent To	Due Date	Returned Resu
1	Office of the Attorney	City 6/	12/14	Reviewed and Approved			
			12/14				

1	Office of the Mayor	6/17/14	Signed by the Mayor	Office of the City Clerk
1	Office of the City Clerk	6/18/14	Signed and Attested by City Clerk	