



## REQUEST FOR PROPOSALS

# CITYWIDE PRINTING SERVICES

**RFP: 20-4710-05R**

***CITY OF LAUDERDALE LAKES***

Financial Services Department

4300 NW 36<sup>th</sup> Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892



City of Lauderdale Lakes, Florida

Purchasing Division

Lauderdale Lakes, FL 33319

[www.lauderdalelakes.org](http://www.lauderdalelakes.org)

[purchasing@lauderdalelakes.org](mailto:purchasing@lauderdalelakes.org)

954-535-2700

<b>Solicitation:</b>	20-4710-05R	<b>RFP Issue Date:</b>	03/06/2020
<b>Proposal Description:</b>	City of Lauderdale Lakes is seeking proposals from qualified vendors to provide a variety of administrative printing services on an as needed basis to all departments within the City.		
<b>Pre-Proposal Conference:</b>	N/A	<b>Time:</b>	N/A
<b>Proposal Submittal Deadline:</b>	04/10/2020	<b>Time:</b>	10:00 am

RESPONSES MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. PROPOSALS WILL BE ACCEPTED AND NAMES OF OFFERORS READ ALOUD AT THAT TIME. LATE PROPOSALS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposals for the requirements as specified herein.

The original proposal and the required number of copies must be received in a sealed container that has your company name, address, RFP number, and description.

<b>Bids must be delivered and time stamped prior to the public opening to:</b>	City of Lauderdale Lakes Purchasing Division 4300 NW 36 <sup>th</sup> Street Lauderdale Lakes, FL 33319
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<b>Legal Name of Proposer:</b>	
<b>Contact Person:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	

**FAXED OR EMAIL PROPOSALS WILL NOT BE ACCEPTED.**

## Solicitation Information

<b>Solicitation Title:</b>	Citywide Printing Services
<b>Purpose/Description:</b>	City of Lauderdale Lakes is seeking proposals from qualified vendors to provide a variety of administrative printing services on an as needed basis to all departments with the City

<b>Event</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
RFP Published	City of Lauderdale Lakes, FL	03/06/2020	N/A
Pre-Proposal Conference & Site Inspection	N/A	N/A	N/A
Deadline for Questions	City of Lauderdale Lakes, FL	04/03/2020	12:00 pm
RFP Close Date/Proposals Due	City of Lauderdale Lakes, FL	04/10/2020	10:00 am
Evaluation Committee Review	City of Lauderdale Lakes, FL	04/29/2020 <sup>1</sup>	TBD
Presentation	City of Lauderdale Lakes, FL	TBD	TBD
Anticipated Award Date	City of Lauderdale Lakes, FL	05/26/2020 <sup>1</sup>	N/A

Note:

<sup>1</sup> The City of Lauderdale Lakes reserves the right to delay and/or change the date for this event.

Point of Contact: Requests for Information related to this solicitation must be directed to:

Bobbi J. Williams, MPA  
 Financial Services Manager - Administration  
 954-535-2700  
[bobbijw@lauderdalelakes.org](mailto:bobbijw@lauderdalelakes.org)

Please send written questions in the form of an email.

## REQUEST FOR PROPOSAL

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "City", is hereby soliciting proposals from qualified vendors to provide a variety of administrative printing services on an as needed basis to all departments within the City as specified in the Request For Proposal #20-4710-05R to be received at the Purchasing Division, City of Lauderdale Lakes, 4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, Florida 33319-5599, **until 10:00 a.m. Local Time, on April 10, 2020**, at which time this RFP will be publicly declared closed.

Please submit electronically to Demandstar by Onvia at [www.demandstar.com](http://www.demandstar.com) AND one (1) original proposal either by mail or hand delivery in response to this solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the firm, individual and/or company, the address, as well as the RFP number and the title of this solicitation no later than the date and time stipulated in the timetable provided. Proposals received after the submittal deadline noted will not be considered and there will be no extensions permitted.

Solicitation documents shall be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or toll-free: 1-800-711-1712. Proposers who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar.

RFP: 20-4710-05R

Title: Citywide Printing Services

Deadline for Receipt of Proposals: Friday, April 10, 2020 at 10:00 am

Proposals must be addressed to the City of Lauderdale Lakes, Financial Services Department, 4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, Florida 33319-5599.

**Pre-Proposal Conference:** There will be NO pre-proposal conference held for this solicitation.

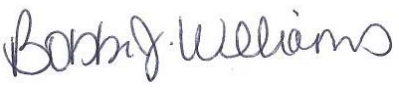
**Acceptance and Rejections:** The City of Lauderdale Lakes, Florida, reserves the right to reject any and all proposals, waive informalities, re-advertise and award the Contract in its best interest.

**Prohibition Against Lobbying:** Please be advised that this solicitation is subject to the City of Lauderdale Lakes' Purchasing Code Section 82-366, Ethics in Public Contracting, prohibiting communication related to this solicitation except with the designated representative during the formal solicitation process.

**City of Lauderdale Lakes, Florida**

Advertisement Dates:

March 6, 2020

By:  \_\_\_\_\_

Bobbi J. Williams, MPA  
Financial Services Manager - Administration

## Table of Contents

<u>Item</u> .....	<u>Page No.</u>
Section 1 – Definitions .....	1
Section 2 – Scope of Services.....	2
Section 3 – Qualifications .....	3
Section 4– Term .....	3
Section 5 – Inquiries .....	3
Section 6 – Submittal Information: How When & Where .....	3
Section 7 – Evaluation Methodology.....	4
Section 8 – Selection Procedure .....	5
Section 9 – Rejection Criteria .....	5
Section 10 – Waivers .....	6
Section 11 – Insurance Requirements .....	6
Section 12 – General Conditions .....	7
Section 13 – Submittal Package .....	12
Submittal Checklist .....	15
Attachment “A” – Proposer’s Qualification Statement and Client Reference .....	16
Attachment “B” – Non-Collusive Affidavit .....	21
Attachment “C” – Cost Schedule .....	22
Attachment “D” – Drug Free Workplace Affidavit.....	23
Attachment “E” – E-Verify Statement.....	24
Attachment “F” – Signature Page/Certification.....	25
Attachment “G” – Debarment Certification Statement.....	28
Attachment “H” – Public Entity Crime Statement.....	30
Sample Contract .....	32

## SPECIAL INSTRUCTIONS TO PROPOSERS

### SECTION 1 – DEFINITIONS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1. **City:** The City of Lauderdale Lakes, Florida.
- 1.2. **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3. **Contract Administrator:** The Purchasing Agent, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.
- 1.4. **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5. **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Contract, Proposer shall mean the same thing as the Bidder.
- 1.6. **Department of Financial Services:** The Department of Financial Services-Department of Financial Services of the City of Lauderdale Lakes.
- 1.7. **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” “Firm” “Program Administrator” “Vendor: or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.8. **Qualifications/Proposal, Proposals,** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.9. **Request for Proposal, RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Department of Financial Services. Terms used interchangeably in this Request For Proposal while retaining the same meaning.
- 1.10. **Subcontractor/ Subconsultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.11. **Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

## **SECTION 2 – SCOPE OF SERVICES**

### **I. Background:**

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the City. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 70% of the total housing stock in multi-family units. The City also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,475.

The City is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four year term. The City Manager is appointed by the City Commission. The current City Manager was appointed November 2017. The City employs a skilled and diverse workforce of approximately 135 full-time and part-time employees across nine (9) departments: Mayor and City Commission, City Manager, City Clerk, Community Redevelopment Agency (CRA), Development Services, Financial Services, Human Resources and Risk Management, Parks and Human Services, and Public Works.

### **II. Scope of Services**

The City of Lauderdale Lakes is seeking a qualified vendors to provide a variety of administrative printing services on an as needed basis to all departments within the City of Lauderdale Lakes in accordance with the terms and conditions contained in this Request for Proposal. Work performed is expected to be routine in nature and of a scope normally required by a public service agency. Types of products expected to be procured under the awarded contract include but are not limited to:

- Stationery with the agency's logo, address, and related contact information
- Matching 'second page' stationery that would not require any artwork
- Various sized business envelopes
- Business cards
- Forms
- Electronic letterhead
- Door hangers
- Tri-fold brochures
- Mounted Posters – various sizes
- Operational manuals on 8 ½" x 11" plain three (3) hole punched paper or spiral bind
- Handbooks – various sizes
- Miscellaneous print jobs in limited quantities ranging from hundreds to thousands of pieces

Since the exact quantities and products will change based upon business necessity and cannot be predicted with exact certainty, it is requested that proposals identify quantity price discounts at pre-determined levels for standard and non-standard print jobs using both camera ready copy supplied by Lauderdale Lakes as well as artwork designed and maintained by the selected vendor.

- Proposals should provide pricing for various types of products as well as estimated pricing at graduated quantity levels
- Costs associated with the artwork design and production should be listed separately where feasible
- Discuss any creative pricing or payment options
- Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to Lauderdale Lakes

- Provide minimum turnaround time and fees for rush services
- Include delivery fees (if applicable)
- Include set up fees (if applicable)
- Include process for requesting services

**Initial monitoring of contract.** A designated representative from the City Manager’s Office will review and approve all initial artwork before departments are able to request printing with City logo artwork.

**SECTION 3 – QUALIFICATIONS**

Proposals will be considered from qualified vendors that have successfully performed general printing services for a minimum of two (2) years. Proposer should include any credentials from any certifying organization that attest to the capabilities of the organization. **Proposer must also have the technology capabilities required to perform the proposed activities in this RFP.** In most cases, City staff will electronically request services.

**SECTION 4 - TERM OF CONTRACT**

The City anticipates awarding one (1) or more contracts for an initial award period of two (2) years with additional options to renew on an annual basis. Prior to, or upon completion, of the initial term, the City of Lauderdale Lakes shall have the option to renew this contract by considering an adjustment to price based on changes in the Consumer Price Index (CPI). The City reserves the right to exercise any available option period only when such continuation is clearly in the best interest of the City.

**SECTION 5 – INQUIRIES/AVAILABILITY**

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

City of Lauderdale Lakes – Department of Financial Services  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319  
Attn: Bobbi Williams  
Email: [purchasing@lauderdalelakes.org](mailto:purchasing@lauderdalelakes.org)

5.2 Copies of the RFP may be obtained from the Department of Financial Services.

**CONTACT WITH PERSONNEL OF THE CITY OF LAUDERDALE LAKES OTHER THAN THE PURCHASING AGENT OR DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

**SECTION 6 – SUBMITTAL INFORMATION: How, When & Where**

6.1 Proposal shall submit responses electronically at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com). Instructions are provided an attachment. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

6.2 In addition, the Proposer should submit (in a sealed envelope indicating Proposer’s name and Request For Proposal (RFP) number) one (1) original of the Proposal, identified as follows:

RFP No.: 20-4710-04R  
 RFP Name: Citywide Printing Services  
 Due Date/ Time: Friday, April 10, 2020 @ 10:00AM.



6.3 The one (1) original, must be submitted on 8½” by 11” paper, neatly typed **on one side only**, with normal margins and spacing. The original document package must not be bound and must be received by the closing date and time. The original must be submitted in a sealed envelope.

6.4 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

**SECTION 7 - EVALUATION METHODOLOGY**

7.1 The City will assemble an evaluation committee comprised of staff and additional consultants if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations, as needed. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services with and including proof of insurance and bonding capability as described herein; and other requirements as required by the City.

7.2 The following evaluation criteria will be used as a general guide for award of the proposal: Responses to the Request for Proposals will be evaluated by the City using, the following evaluation criteria. Scoring will be quantified using an ascending method. The total highest ranked score is the best proposal.

EVALUATION CRITERIA	MAXIMUM POINTS
7.2.1 Experience and Qualifications	35
7.2.2 Understanding of Scope of Work – Review samples of work	30
7.2.3 Financial Stability of the Firm	15
7.2.4 Turnaround Time	5
7.2.5 Location	5
7.2.6 Price	10
<b>TOTAL SCORE</b>	<b>100%</b>

7.3 Failure to respond to all the questions in the proposal package may result in the submittal being considered non-responsive. In order for the City to make a determination of qualifications, a complete package must be submitted.

7.4 To obtain the best possible score, it is important that the Project Team Staffing Experience, related experience, and management approach portions of the package specifically address the scope of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFP.

7.5 If you propose a joint venture or use outside professional services for any of the project requirements, all such information must be included in the Submittal Package. Do not have individual “team” firms send in their own submittals.

7.6 All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

## **SECTION 8 - SELECTION PROCEDURE**

8.1 A Selection/Negotiation Committee appointed by the City Manager will be responsible for short listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

8.2 Shortlisted firms may be asked to make a presentation of its qualifications and methodology to City staff and /or the City Commission.

8.3 The committee reserves the right to negotiate an agreement with the shortlisted firms individually based upon ranking or to conduct concurrent negotiations to reach an agreement with one of the shortlisted firms, which will be recommended to the City Manager and/or the City Commission based on the total project award amount.

8.4 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.

8.5 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE CONTRACT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED CONTRACT HAS BEEN RETURNED TO THE PROPOSER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED CONTRACT(S) TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE CITY SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

## **SECTION 9- REJECTION CRITERIA**

9.1 Your proposal shall be considered non-responsive if any of the following criteria exist (this list is not all inclusive):

9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.

9.3 The instructions, order and matrixes in the Proposal Package have not been properly followed.

9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.

9.5 The City did not receive the RFP Package prior to the submittal deadline both electronically and hard copy.

9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.

9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.

9.9 The Proposal signature page and certification is not properly executed.

## SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

## SECTION 11 - INSURANCE REQUIREMENTS

11.1 The Proposer shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the City.

11.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Proposer shall furnish Certificates of Insurance to the City's representative prior to the commencement of operations. The Certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this Contract.

11.3 The Proposer shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum of \$1,000,000 per occurrence for Errors and Omissions.

11.4 The Proposer shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the Proposer from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Proposer or by anyone directly employed by or contracting with the Proposer.

11.5 The Proposer shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Proposer from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

11.6 The Proposer shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

**Exceptions:** Workers' Compensation Insurance will not be required if the individuals performing the work are a corporation officer, sole proprietor, or partner. In such case, the firm shall provide copies of their waivers as provided by Florida Statutes 440.055.

11.7 All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Proposer shall specifically include the City of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

11.8 Required insurance shall support Proposer's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice to the City prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Proposer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City

11.9 It shall be the responsibility of the Proposer to insure that all SubProposers comply with the same insurance requirements referenced above.

11.10 Compliance with the foregoing requirements shall not relieve the Successful Proposer of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.

11.11 Issuance of a contract is contingent upon receipt of the insurance documents within five (5) business days after a Notification of Tentative Award is issued to the Proposer by an authorized official of the City. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful Proposer 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 Successful Proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the Notification Of Tentative Award the Successful Proposer shall be in default of the terms and conditions and the any proposed Contract shall deemed terminated immediately. Under these circumstances, the Successful Proposer may be prohibited from submitting future Proposals to the City for a period of twelve (12) months.

11.12 Successful Proposer shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the City may at its sole discretion, terminate the Contract and seek re-Purchasing charges from the Successful Proposer.

11.13 In the judgment of the City, prevailing conditions warrant the provision by Successful Proposer of additional liability insurance coverage or coverage which is different in kind, the City reserves the right to require the provision by Successful Proposer of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Proposer fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the City's written notice, the City, at it's sole option, may terminate the Contract upon written notice to the Proposer, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

11.14 An original or certified sample copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by Proposer in the types and amount(s) required hereunder, shall be included with the Proposal response.

11.15 After award, except as to Worker's Compensation and Employer's Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Lauderdale Lakes, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.

## **SECTION 12 – GENERAL CONDITIONS**

12.1 **VENUE**: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

12.2 **EXPENSES**: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward

and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

12.3 **INTERPRETATIONS**: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

12.4 **PUBLIC ENTITY CRIMES**: Pursuant to F.S. 287.133, as amended: 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 proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.5 **ASSIGNMENT**: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part without prior consent and approval by the City Manager or designated representative.

12.6 **INDEMNIFICATION**: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Contract. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Contract shall represent the specific consideration for the Proposer's indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

12.7 **PROPOSALS TO REMAIN OPEN**: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

12.8 **ANNUAL APPROPRIATION**: Any Contract issued is conditional upon the approval of the annual budget appropriations to implement the Contract.

12.9 **EMPLOYEES**: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may

require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

12.10 **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12.11 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

12.12 **MODIFICATION OF AN OFFER:** Any modification of an Offer by the Proposer shall be submitted to the Department of Financial Services prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to modify the Proposal is presented. A City representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

12.13 **WITHDRAWAL OF AN OFFER:** An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Department of Financial Services prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Department of Financial Services at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

12.14 **CONTRACT EXTENSION:** The City reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the City and the Successful Proposer are in mutual agreement of such extensions.

12.15 **PAYMENT SCHEDULE:** Payments will be based on a schedule of payment to be developed upon award of this Contract. In addition, the City reserves the right to inspect records supporting the firm's billings.

12.16 **PAYMENT METHOD:** The City is transitioning from traditional paper checks to payment by electronic funds transfer (EFT). This allows you as a vendor of the City of Lauderdale Lakes to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Accordingly, firms must presently have the ability to accept electronic funds transfer payments or take whatever steps necessary to implement acceptance before the commencement of a contract. Application is provided in the Vendor Registration Application.

**12.17 COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS:**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances rules and regulations that are applicable to the services being offered in the RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility.

**12.18 SCRUTINIZED COMPANIES:** Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

**12.19 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS:** The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**12.20 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT.** The Proposer’s response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the Solicitation purporting to require confidentiality of any portion of the Proposer’s response to the Solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the Solicitation constitutes a Trade Secret. The City’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City’s treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

**EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone Number: 954-535-2700

Mailing Address: City Clerk's Office  
4300 NW 36th Street, Lauderdale Lakes, FL 33309  
EMAIL: cityclerk1@lauderdalelakes.org

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



## **SECTION 13 - SUBMITTAL PACKAGE**

I. Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

II. Submission of the Request for Proposal should include the following:

a. Title Page: Title pages showing the request for proposal's subject, the firm's name, address, and telephone number of contact person, and the date of the proposal.

b. Table of Contents: The table of contents should include a clear and complete identification of the materials submitted by section and page number.

c. Transmittal Letter: This letter shall summarize in a brief and concise manner to the Proposer's understanding of the work to be performed, the commitment to perform the work with an anticipated time period, a statement why the firm believes itself to be best qualified to perform the services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

d. Technical Proposal: The detailed proposal should follow the tabs outlined as set forth below as Tabs 1 thru 10.

e. Price Proposal: Cost is one criteria to be evaluated but not the primary factor in the selection of a firm. Submittal as per detail in this Section, Tab#9 and Attachment "C".

The Proposer acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by the City in awarding the Contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract, shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and/or Contract.

### **III. General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the Proposers seeking to undertake the scope of services in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the service. It should also specify a management approach that will meet the RFP requirements.

The technical proposal should address all the points outlined in this RFP. The proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following information as identified via Tabs 1 thru 10 must be included. They represent the areas in which the proposal will be evaluated.

**TAB #1**            Insert Proposer's Qualification Statement (Attachment "A") and Proposer Checklist.

**TAB #2**            Statement of Capabilities:

Provide a statement summarizing in a brief and concise manner to the Proposer's understanding of the work to be performed, and the commitment to perform the work with an anticipated time period. Also,

include why the vendor believes themselves to be best qualified to perform the services, and that the proposal shall remain in effect for ninety (90) days. In conclusion, an authorized agent of the firm indicating their title or authority must sign attesting to this statement.

**TAB #3**      Key Personnel:

3.1 List experienced staff members in providing support to the City of Lauderdale Lakes and their experience.

3.2 Provide as much information as possible regarding the qualifications, experience and training, to include relevant continuing professional education of the specific staff to be assigned to this contract.

3.3 Indicate how the quality of staff will be established and maintained over the terms of the Contract.

**TAB #4**      Specific Related Experience of the Firm:

Proposers should state the experience of the firm in providing administrative printing services during the past three (3) to five (5) years. Indicate:

- Client Name, address, email and telephone number
- Whether your firm was the primary or subcontractor
- Description of the contract including;
- Provide a sample list of types of materials or services provided;
- Include turnaround times and/or quantities;
- Challenges encountered, resolutions; and/or
- Contract Starting and Ending Dates

**TAB #5**      Samples:

Provide samples of the firm's work that may be relevant to the City of Lauderdale Lakes scope of services.

**TAB #6**      Current Workload:

List, for the proposer and all major subcontractor's and/or partners firms (list separately):

- Each project currently under contract
- Contract period and duration
- List number of staff assigned
- Brief Project description of the types of materials and/or services

**TAB#7**      Financial Statements:

Provide the most recent certified business financial statement as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted. In lieu of a financial statement, Proposer may provide Dunn and Bradstreet rating as evidence of financial stability.

**TAB #8**      Local Vendor Participation:

The City encourages partnering with local businesses on City projects and the utilization of Small Disadvantage Business Enterprises (SDBE) as certified by the state and local Governmental Entities. Describe your methodology for creating partnerships with local businesses and SDBE's. Employment of the residents of Lauderdale Lakes is important. Employment of residents will be one (1) of the criteria used for selecting the most qualified bidder. Consequently, the number of residents hired and on board at the time of the bid and the number of new or additional hires planned for this project is one the

considerations. Proposers are encouraged to recruit the City's qualified residents. To assist in tracking, the employee's name and address must be provided as a supplemental data during the bid submittal.

**TAB#9**      Cost Schedule:

Provide a price proposal per the Attachment C, which includes quantities, fees and specialty items. Since the exact quantities and products will change based upon business necessity and cannot be predicted with exact certainty, it is requested that proposals identify quantity price discounts at pre-determined levels for standard and non-standard print jobs using both camera ready copy supplied by Lauderdale Lakes as well as artwork designed and maintained by the selected vendor.

**TAB #10**      Attachments:

Insert Non-Collusive Affidavit (Attachment "B"), Drug-Free WorkPlace Affidavit (Attachment "D"), E-Verify Statement ("E"), Signature Page (Attachment "F"), Debarment Certification (Attachment "G"), Public Entity Crime Statement (Attachment "H"), Certificate of Insurance (proof only), Business Tax Receipt and Licenses (if applicable).

## SUBMITTAL CHECKLIST

PROPOSER NAME: \_\_\_\_\_

PROPOSER PHONE: \_\_\_\_\_

### BEFORE SEALING YOUR PROPOSAL ENVELOPE MAKE SURE THE FOLLOWING ITEMS ARE INCLUDED IN YOUR SUBMITTAL:

- Qualification Statement (Attachment "A"). Complete and sign the qualification statement. ***(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)***
- Non-Collusive Affidavit (Attachment "B"). This form must be properly notarized.
- Cost Schedule (Attachment "C"). Attach the price of items available.
- Drug-Free WorkPlace Affidavit (Attachment "D")
- E-Verify Statement ("E")
- Signature Page (Attachment "F"). This form must be properly notarized.
- Debarment Certification (Attachment "G")
- Public Entity Crime Statement (Attachment "H"). This form must be properly notarized.
- Certificate of Insurance (proof only)
- Business Tax Receipt and Licenses. Attach Business Tax Receipt from the City or County. Include a copy of state registration and any other applicable licenses.
- Samples.

#### Other Notes:

- Ensure that the envelope is properly labeled in accordance with the instructions
- Submit an electronic version at [www.demandstar.com](http://www.demandstar.com) (you must be registered in the system)
- Submit a hard copy that is one-sided per the instructions
- Include the process to request services and address turnaround time

I have read the solicitation, RFP 20-4710-05R, Citywide Printing Services, and I acknowledge and fully understand the scope of services and further have read the instructions and general information in its entirety. I agree to perform in accordance with the terms and conditions set forth in this Request for Proposal.

\_\_\_\_\_  
Vendor's Signature

**ATTACHMENT "A"**  
**PROPOSER'S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

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Contact Person's Name and Title: \_\_\_\_\_

PROPOSER'S Telephone and Fax Number: \_\_\_\_\_

PROPOSER'S Email Address: \_\_\_\_\_

PROPOSER'S License Number: \_\_\_\_\_

**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER'S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this RFP: \_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:

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The business is a:    Sole Proprietorship                   Partnership                   Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

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At what address was that business located?

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Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

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Have you ever failed to complete work awarded to you. If so, when, where, and why?

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---

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

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Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

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The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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Are you an  Original provider  sales representative  distributor,  broker,  manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below.

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The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)



**City of Lauderdale Lakes  
CLIENT REFERENCE LISTING**

Please list government agencies and/or private firms with whom you have done business during the last five years.

Your Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
(Authorized Representative)

By \_\_\_\_\_  
(Signature)

**ATTACHMENT "B"**  
**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

PROPOSER is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number

**ATTACHMENT "C"**  
**COST SCHEDULE**

Bidder/proposer must designate a fee for the services below. Cost proposals shall remain valid for ninety (90) days after bid closing. Bidders/Proposers MAY NOT request a change to the prices before this time.

Insert Proposer's list of items, prices, quantities, etc. Attach as separate document.

- A. Acknowledgment is hereby made of the following Addendum (identified by number) received since issuance of the Request for Proposals:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

- B. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

C. The correct legal name of Bidder/Proposer is: \_\_\_\_\_

- D. Communications concerning this Proposal shall be addressed to:

Contact Name: \_\_\_\_\_

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

Phone & Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ATTACHMENT "D"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

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 actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 contendens 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Vendor's Signature

**ATTACHMENT "E"**  
**E-VERIFY STATEMENT**

Proposal/Contract No: RFP 20-4710-05R

Project Description: Citywide Printing Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

\_\_\_\_\_  
Contractor/Proposer/Bidder Company Name

\_\_\_\_\_  
Authorized Company Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Company Person's Printed Name

\_\_\_\_\_  
Authorized Company Person's Title

**ATTACHMENT "F"**  
**SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per Contract. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish a Contract.
7. Proposer understands that all information listed above may be checked by the City of Lauderdale Lakes and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this \_\_\_\_ day of \_\_\_\_\_, 2020.

(If an individual, partnership, or non-incorporated organization)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name, Title

(If a corporation, affix seal)

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name, Title

Attested by Secretary

Incorporated under the laws of the State of \_\_\_\_\_.

CERTIFICATE  
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of \_\_\_\_\_, a Partnership under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_ as \_\_\_\_\_ of the Partnership, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 2020, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the \_\_\_\_\_ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization on this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number

CERTIFICATE  
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_, a corporation under the laws of the State of \_\_\_\_\_ held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of the Corporation, is hereby authorized to execute the Bid Form dated \_\_\_\_\_, 2020, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number



**ATTACHMENT "G"**  
**DEBARMENT CERTIFICATION**

49 CFR Part 29- Appendix B  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
BIDDER'S Signature

\_\_\_\_\_  
(Print Type Name)

**ATTACHMENT "H"**  
**PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida  
by \_\_\_\_\_ (name and title of individual) For

\_\_\_\_\_ (name of entity) whose business address is

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the  
individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendre.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number



**CITY OF LAUDERDALE LAKES  
4300 N.W. 36<sup>TH</sup> STREET  
LAUDERDALE LAKES, FLORIDA, 33319-5599  
TEL (954) 535-2722  
FAX (954) 733-3276**

### **CITYWIDE PRINTING SERVICES**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and \_\_\_\_\_, Inc., a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. number is \_\_\_\_\_.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide printing services, and

WHEREAS, at its meeting of \_\_\_\_\_, 2020, by Resolution #xxxx-xx, the CITY Commission authorized the proper CITY officials to execute this non-exclusive Contract hereinafter referred to as "Contract # \_\_\_\_\_, and;

WHEREAS, the CONTRACTOR is willing and able to render miscellaneous printing services on an as needed basis for all City departments and for the compensation on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

#### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide Citywide Printing services as more specifically set in the Scope of Work detailed in Exhibit "A."

The CITY's Representative during the performance of this Contract shall be Bobbi Williams telephone (954) 535-2700.

## **ARTICLE 2 - TERM**

The CONTRACTOR shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until notice of Contract termination is issued by the CITY to the CONTRACTOR per Article 5 of this Contract.

### **Extension of Contract:**

The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

## **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall not exceed a total Contract amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as set forth in Exhibit "B".
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONTRACTOR.
- D. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

## **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

#### **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's Representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Termination For Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

#### **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "B", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

## **ARTICLE 7 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subCONTRACTOR or to reject the selection of a particular subCONTRACTOR and to inspect all facilities of any subCONTRACTORs in order to make a determination as to the capability of the subCONTRACTOR to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subCONTRACTORs on this project the following provisions of this Article shall apply:

If a subCONTRACTOR fails to perform or make progress, as required by this Contract, and it is necessary to replace the subCONTRACTOR to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subCONTRACTOR by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its subCONTRACTORs, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subCONTRACTOR for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this contract.

## **ARTICLE 8 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

## **ARTICLE 9 – INSURANCE**

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY'S Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the



CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

- E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. Required insurance shall support CONTRACTOR's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice (except Professional Liability and Worker's Compensation) to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the CONTRACTOR shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.
- H. It shall be the responsibility of the CONTRACTOR to insure that all subCONTRACTORs comply with the same insurance requirements referenced above.
- I. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- J. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided, however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- K. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole

option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

#### **ARTICLE 11- SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

## **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **ARTICLE 13 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

## **ARTICLE 14 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

## **ARTICLE 15- PLEDGE OF CREDIT, ARREARS**

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including but not limited to representation herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent CONTRACTOR, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the CONTRACTOR or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

#### **ARTICLE 18 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than its bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

#### **ARTICLE 19 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

#### **ARTICLE 20 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

#### **ARTICLE 21 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT**

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

**ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

<p>Attn:  City of Lauderdale Lakes 4300 N.W. 36<sup>th</sup> Street Lauderdale Lakes, FL 33319-5599 Tel (954) xxx-xxxx Fax (954) xxx-xxxx</p>	<p><b>Copy to:</b> Financial Services Manager - Administration City of Lauderdale Lakes 4300 NW 36<sup>th</sup> Street Lauderdale Lakes, FL 33319-5599 Tel (954) xxx-xxxx Fax (954) xxx-xxxx</p>
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and if sent to the CONTRACTOR shall be mailed to:

Contractor/Firm Name  
Address  
City, State Zip  
Attn: Contact Name  
TEL: xxx-xxx-xxx  
Email:

**ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

**ARTICLE 28 - JOINT PREPARATION**

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Contract be construed liberally to achieve its intent.

**ARTICLE 29 - WAIVER**

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. CITY's consent to of or approval of any act by CONTRACTOR requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by CONTRACTOR requiring consent or approval, whether or not similar to the act so consented or approved.

**ARTICLE 30 - COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

**ARTICLE 31 - EXHIBITS ARE INCLUSIONARY**

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**ARTICLE 32 - CONTRACT DOCUMENTS**

The Contract documents are as follows: Request for Proposal, Proposer Submission, Contract, Exhibits, Addenda, Exhibits, All Representations, Warranties, to make this Contract.

**ARTICLE 33 - DATES:** This Contract shall be effective beginning \_\_\_\_\_, notwithstanding it or some of the Contract documents being signed on a different date.

**THIS PAGE IS LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
Witness

As to the CITY on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**CITY OF LAUDERDALE LAKES**  
Seal Of The City

\_\_\_\_\_, City Clerk \_\_\_\_\_, City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

SAMPLE CONTRACT

**ALL EXHIBITS WILL BE ATTACHED HERE**