



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 27.

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Agenda

In Control: City Commission

Section:

File Created: 07/27/2021

Short Title: Contracts Database Report - August 4th, 2021

Final Action: 08/04/2021

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

(P) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

***Agenda Date:** 08/04/2021

Agenda Number: 27.

Internal Notes:

Attachments: 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

Code Sections:

1 City Commission 08/04/2021 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Good Jr., Castillo, Siple, and Schwartz

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
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- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
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- (K) Choices for Life, Inc.-Business Lease-Renewal
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- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000
(Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

(B) Edgenuity, Inc. - Student Online Services-Renewal

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Cost:** \$56,250
- b) Amount budgeted for this item in Account No:** The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
		Total	\$ 56,250.00

- c) Source of funding for difference, if not fully budgeted:** Not applicable
- d) 5 year estimated projection of the operational cost of the project:** Not applicable
- e) Detail of additional staff requirements:** Not applicable

(C) Nearpod, Inc. - Student Engagement Platform - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.

3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$47,700.00
- b) **Amount budgeted for this item in Account No:**

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
Total		\$47,700

(Non-capital Software & License -Software < than \$1000 &/or lic)

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$0.00
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000
(Maintenance Contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **5 year projection of the operational cost of the project:** Not applicable

(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.
2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.
3. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.
4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.
5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.
- b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000
(Rental - City Facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

(G) Cobblestone Systems Corp.-Contracts Management Software- Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with Cobblestone Systems Corp. for an initial one (1) year

period, which expired on November 25, 2020.

2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

FY-2022	
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

**(H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal**

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.

5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$8,000.00

b) **Amount budgeted for this item in Account No:**

001-519-800-554100-0000-000-00000 (Memberships Dues Subscription)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project:**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

(I) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.
2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).
3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.
5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$24,851.00

b) **Amount budgeted for this item in Account No:** 001-521-3001-534995-0000-000-0000

(Other Svc - IT)

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable

(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$105,000.00
- b) **Amount budgeted for this item in Account No:** \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-09007 (Clothing/Uniform).
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00

Net Cost	\$96,250.00	\$105,000.00	\$8,750.00
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(K) Choices for Life, Inc.-Business Lease-Renewal

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000 (Rental city facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

- 1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
- 2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
- 4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared

emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.

2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.
3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY21-22	FY22-23
Revenues	\$00	\$00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

(P) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and

Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-0000-00350 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year

period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2022 and ending on January 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$94,581.18
- b) **Amount budgeted for this item in Account No:** Account: 001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc. to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable



City of Pembroke Pines, FL

601 City Center Way
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33025
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Agenda Request Form

Agenda Number: 20

File ID: 20-0566

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 07/20/2020

Short Title: Contracts Database Report – August

Final Action: 08/05/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal**
- (B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal**
- (C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal**
- (D) CobbleStone Systems Corp. - Contracts Management Software - Renewal**
- (E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal**
- (F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal**
- (G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal**
- (H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal**
- (I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal**
- (J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal**

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

ITEMS (N) TO (Q) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

*Agenda Date: 08/05/2020

Agenda Number: 20(F)

Internal Notes:

Attachments: 1. Contracts Database Report - August 5, 2020, 2. A. In Rem Solutions, Inc-Grant Writing Services-(ALL BACKUP), 3. B. Miramar - Pembroke Pines Regional Chamber of Commerce - Partnership (all backup), 4. Emilio's BBQ Catering Services - Lease Agreement - Original-3rd Amendment (All Backup), 5. Cobblestone Systems Corp. - Contracts Management Software Agreement (All Backup), 6. E. Mulch-Co-Op E-42-17 Advanced, Adwood, Eastcoast & Superior-11.2019 to 11.2020(AB), 7. F. Sod & Sod Installation Co-Op 033-2730-18IT (All Backup), 8. G. Civic Plus Inc. - Master Service Agreement & 1st Renewal 2020-21 (All Backup), 9. H. Allied Universal Corp - CO-OP Agreement ALL Backup, 10. I. Pembroke Pines Girls Softball (PPGS) (All Backup), 11. J. Pembroke Pines Optimist Club (PPO) Facility Use (All Backup), 12. K. West Pines Girls Softball (WPGS) (All Backup), 13. L. Optimist Club of West Pembroke Pines (WPPO) (all backup), 14. M. Optimist Club of Pembroke Lakes (PLO) (all backup), 15. N. Kemp Group International-School Crossing Guard-All Backup, 16. O. Community Redevelopment Associates of FL, Inc. - Grant Administration for CRA Projects (All Backup), 17. P. FPI Security Services, Inc - First Amendment to Security Guard Services (ALL BACKUP), 18. Q. SBBC Reciprocal Use

Agreement 2015 (all backup)

Indexes:

1 City Commission 08/05/2020 approve Pass

Action Text: A motion was made to approve Sections (A),(B),(C),(D),(E),(G),(H),(I),(J),(K),(L),(M),(N),(O),(P), and (Q) on the Consent Agenda. Section (F) was pulled for discussion.

Aye: - 5 Mayor Ortiz, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzes

Nay: - 0

1 City Commission 08/05/2020 reject Pass

Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzes, to reject Section (F) of Item 20 Mullings, Odums & Sunset Sod CO-OP, and go out to bid for the sod, as directed at the Commission Meeting on July 17, 2020. The motion carried by the following vote:

Aye: - 5 Mayor Ortiz, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzes

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.
3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing on October 1, 2018 and expiring on September

30, 2019.

5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.
6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on September 30, 2020.
7. On June 17th, 2020, the Fourth Amendment was presented to the City Commission under agenda item #20-0484 (16A) and a motion was made by the Commissioners to defer the item to the August 5th, 2020 Commission meeting and to instruct the City Manager to renegotiate the hourly rate.
8. As requested, the City Manager was able to negotiate and lowered the hourly rate to \$140.00 from \$150.00.
9. The Administration Department recommends that the City Commission approve this Fourth Amendment, as revised, and for the third one (1) year renewal term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** Estimated annual amount \$107,324.00. (\$140.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) Amount budgeted for this item in Account No:** \$107,324.00 under account 1-519-800-31500 - Prof. Services Other
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project** Not Applicable.

	FY 2020-2021	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$107,324.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost	\$107,324.00	\$0.00	\$0.00	\$0.00	\$0.00

- e) Detail of additional staff requirements:** Not Applicable.

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

1. On December 6, 2016, the City and the Miramar-Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to

increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.

3. On March 8, 2018 the Parties executed the First Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, and to execute the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018.
4. Section 3.1 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On November 28, 2018 and December 4, 2019, the Parties executed the Second and Third Amendments respectively, extending the term of the Original Agreement, as amended, to November 30, 2020.
6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the Agreement for an additional one (1) year term, commencing on December 1, 2020, and expiring on November 30, 2021.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY20-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$8,000.00	N/A	N/A	N/A	N/A
Net Cost	\$8,000.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

1. On February 23, 2016, the City Commission approved to enter into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial three (3) year period, commencing on February 23, 2016 and expiring on December 31, 2019.
2. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On December 4, 2019, the City executed the First Amendment which increased the Monthly

Base Rent and executed the first one (1) year renewal commencing on January 1, 2020 and expiring on December 31, 2020.

4. The Public Services Department recommends that the City Commission approve this Third Amendment for the one (1) year renewal term commencing January 1, 2021 and ending December 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** None

b) **Amount budgeted for this item in Account No:** Revenue Account 1-8001-362046

Rental Community Services Monthly Rent \$906.83 plus sales tax for a monthly rent total of \$965.77.

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"

d) **5 year projection of the operational cost of the project** "Not Applicable"

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00

e) **Detail of additional staff requirements:** "Not Applicable"

(D) CobbleStone Systems Corp. - Contracts Management Software - Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with CobbleStone Systems Corp. for an initial one (1) year period, commencing (as of the date of Activation) on November 26, 2019 and expiring on November 25, 2020.

2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking, online approval process, E-signature, and auditing features.

3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.

4. The Finance Department recommends that the City Commission approve renewal of the Agreement for the one (1) year renewal term commencing on November 26, 2020 and ending on November 25, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$23,627.11

b) **Amount budgeted for this item in Account No:** 1-513-2001-64051

c) **Source of funding for difference, if not fully budgeted:** NA

d) **5 year projection of the operational cost of the project** NA

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A
Net Cost	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A

e) **Detail of additional staff requirements:** NA

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

1. On November 11th, 2017, the City of Pompano approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial term of one (1) year commencing on November 15th, 2017 and terminating on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced Mulch and Eastcoast Mulch.
3. The Original Agreement allows for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement has been renewed extending the term to November 14th, 2020.
5. The renewal letter from the City of Pompano Beach for the third renewal period will be provided at the end of August or beginning of September 2020.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. For this mulch contract, the lead agency listed various participating agencies and the quantity of mulch that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Boca Raton
- City of Boynton Beach
- City of Coral Springs

- City of Dania Beach
- Town of Davie
- City of Deerfield Beach
- City of Delray Beach
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hollywood
- City of Lauderhill
- City of Margate
- City of Miami Beach
- City of North Miami Beach
- City of Oakland Park
- City of Pompano Beach
- Village of Royal Palm Beach
- City of Wilton Manors

7. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

The award of the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for mulch that maybe utilized when the City has plant material being installed by Aaron Agriculture, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. The price for mulch included in the contract is:

- \$2.50 per bag of mulch (red, brown, or gold mulch)

9. The City intends to utilize the Southeast Florida Governmental Purchasing Co-operative Group's contract for most mulching project, especially projects that do not include the installation of new plant material. The Co-Op contract includes various different mulch options, including the following:

- \$1.59 per bag of mulch (red, or brown mulch)
- \$1.70 per bag of mulch (gold mulch)

10. Based on the average of the pricing listed above, the Co-Op contract is 34.20% cheaper than the mulching pricing that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

11. The Public Services Department recommends that the City Commission approves the utilization of the third one (1) year renewal term, of the Co-Op agreement, commencing

November 15th, 2020 and ending November 14th, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) Amount budgeted for this item in Account No:** Funds are budgeted in account # 1-539-6004-46161 (R&M Landscaping) and 1-572-7001-46150 (R&M -Land, Bldg. and Improvements)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:**

	FY 20-21	FY 21-22	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures		\$218,750.00	\$31,250.00	\$.00
Net Cost		\$218,750.00	\$31,250.00	\$.00

- e) Detail of additional staff requirements:** Not Applicable

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

1. On September 20, 2018, the Commission of the City of Boynton Beach approved to enter into a CO-OP Agreement with Mullings Engineering Services, Inc., Odum's Sod, Inc, and Sunset Sod, Inc. for a one (1) year period commencing on October 1, 2018 and terminating on September 30, 2019.
2. The City of Pembroke Pines Public Services Department utilizes the Co-Op Contract to purchase sod and sod installation services.
3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. In August of 2019, the first renewal period for the term commencing on October 1, 2019 and expiring on September 30, 2020 was approved by the City of Boynton Beach as the lead agency for the Co-Op.
5. The renewal letter from the City of Boynton Beach for the second renewal period will be provided at the end of August or beginning of September, 2020.
6. On June 17th, 2020, the Public Services Department recommended for the City Commission to approve the renewal of the new term as allowed by the Original Agreement; however, the City Commission did not approve the renewal and recommended the Department to go out for bid.

7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sod contract, the lead agency listed various participating agencies and the quantity of sod that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

South Broward/Miami-Dade Zone:

- Cooper City
- Coral Gables
- City of Hallandale Beach
- City of Hollywood
- City of Miami Beach
- City of Miramar
- City of North Miami Beach

Central Broward Zone:

- Town of Davie
- City of Fort Lauderdale
- City of Lauderdale Lakes
- City of Lauderhill
- City of Oakland Park
- City of Sunrise
- City of Wilton Manors

North Broward/Palm Beach Zone:

- City of Boynton Beach
- City of Coconut Creek
- City of Coral Springs
- City of Deerfield Beach
- City of Margate
- City of Pompano Beach
- City of Tamarac
- Town of Palm Beach
- City of West Palm Beach

9. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" was approved for advertisement by the City Commission on February 5, 2020.

The City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for sod that maybe utilized when the City has plant material being installed by the awarded contractor, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. Since the pricing for the sod line items came in to high for the recommended vendor, the Public Services Department has deceived not to award those line items and to utilize the Co-Op Contract for sod.

The lowest price received for the Sod through IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials":

- \$0.75 per square foot (St. Augustine)
- \$0.95 per square foot (Bermuda)
- \$0.65 per square foot (Bahia)

However, the vendors that submitted the above pricing are not being recommended for award, as the Public Services Department was looking to utilize one vendor for all of the Landscaping work on projects, and since the recommended vendor's pricing was too high, the Public Services Department is recommending to utilize the Co-Op's Sod Contract.

10. The Co-Op contract includes various different sod options, including the following:

- \$0.50 to \$0.60 per square foot (St. Augustine)
- \$0.23 to \$0.28 per square foot (Bermuda)
- \$0.42 to \$0.48 per square foot (Bahia)

The prices above depend on the type of Sod and if they are bought in truckloads or less than truckloads.

11. Based on the average of the pricing listed above, the Co-Op contract is 46.60% cheaper than the lowest price sod that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

12. The Public Services Department recommends that the City Commission approves the utilization of the second one (1) year renewal term, of the Co-Op agreement, commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement in lieu of bidding out a separate solicitation for sod.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** Estimated annual cost of \$179,600.
- b) Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:
1-539-6004-46161 (R & M Landscaping)
1-539-6004-63115 (Landscaping)
- c) Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) 5 year projection of the operational cost of the project** "Not Applicable"

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$179,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Cost	\$179,600.00	\$0.00	\$0.00	\$0.00	\$0.00

- e) Detail of additional staff requirements:** "Not Applicable"

(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2021 and ending on January 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost FY 2021:** \$90,979.52
- b) Amount budgeted for this item in Account No:** \$90,979.52: 1-513-2002-46801 IT
Contractual services

- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"

	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Revenues	N/A	N/A	N/A	N/A	
Expenditures	\$85,885.26	\$90,979.52	\$95,528.50	\$100,304.93	\$105,320.18
Net Cost	\$85,885.26	\$90,979.52	\$95,528.50	\$100,304.93	\$105,320.18

- e) **Detail of additional staff requirements:** Not Applicable

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

1. In March of 2012, the Southeast Florida Governmental Purchasing Co-operative Group had a meeting where purchasing officials from several municipalities throughout Broward County expressed a desire to bid out the price of sodium hypochlorite as a Co-Op bid in lieu of various Cities issuing their own solicitation at different times of the year that was resulting in a trying process in which a vendor would lose one contract and then extend their pricing from another contract to other entities, enticing them to terminate their existing contract to switch vendors back and forth. As a result, various Broward agencies moved away from various entities piggybacking on other contracts by individual agencies and issued a bid through the Co-Op to try and drive the price down through volume discounting.

2. On October 17, 2012, the City Commission approved an agenda item (File ID # 12-2170) to start utilizing a Co-Op contract for Sodium Hypochlorite in lieu of issuing its own solicitation. As a result, since then the City has utilized various Co-Op contracts for Sodium Hypochlorite that have been bid out through the years in an effort to utilize economies of scale.

3. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid# 12006-372 which commenced on October 3, 2017 and terminated on October 2, 2019.

4. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.

5. Section 1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

6. On August 7, 2019, The City Commission approved the first one (1) year renewal term commencing on October 3, 2019 and terminating October 2, 2020.

7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic

items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sodium hypochlorite contract, the lead agency listed various participating agencies and the quantity of sodium hypochlorite that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Fort Lauderdale
- City of Hallandale Beach
- City of Dania Beach
- City of Hollywood
- City of Cooper City
- City of Deerfield Beach
- City of Margate
- Town of Davie
- City of Sunrise

9. The Co-Op has renewed the contract for the second and final renewal period, which will end on October 2, 2021. As a result, the Co-Op intends to start working on a new solicitation to bid out Sodium Hypochlorite and establish a new contract with new pricing that would be anticipated to commence in October of 2021.

10. The Utilities Department recommends that the City Commission approves the utilization of the second and final one (1) year renewal term, of the Co-Op agreement, commencing October 3, 2020 and terminating October 2, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$161,903 (17,000 gallons x \$0.559 (Less Than Truckload) = \$9,503) + (300,000 gallons x \$0.508 Truck Loads = \$152,400)
- b) Amount budgeted for this item in Account No:** \$156,313 in Account No. 471-533-6031-52430 (Operating Chemicals) & \$5,590 in Account No. 471-535-6022-52430 (Operating Chemicals)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable
- d) 5 year projection of the operational cost of the project**

	FY2020-2021	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures		\$161,903	N/A	N/A	N/A
Net Cost		\$161,903	N/A	N/A	N/A

- e) Detail of additional staff requirements:** Not Applicable

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 19, 2017, October 4, 2018, and September 18, 2019 the City executed the First, Second, and Third Amendments, respectively extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$2,055.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$2,055.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 10, 2017, November 7, 2018, and September 18, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1,

2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$11,089.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$11,089.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 25, 2017, November 6, 2018, and June 25, 2020 nunc pro tunc October 1, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,608.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$10,608.00	N/A	N/A	N/A	N/A

e) **Detail of additional staff requirements:** Not Applicable

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for residents.
2. On February 15, 2017, the City entered into a Facility Lease Agreement with the Optimist Club of West Pembroke Pines, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On April 16, 2018, April 18, 2018 and September 18, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment for the second one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost: None**
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$21,807.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$21,807.00	N/A	N/A	N/A	N/A

e) **Detail of additional staff requirements:** Not Applicable

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of Pembroke Lakes, Florida, Inc. leases Flamingo Park Fields 1-11 from the City to provide youth recreational and travel baseball and softball programs for residents.
2. On February 6, 2016, the City entered into a Facility Lease Agreement with the Optimist Club of Pembroke Lakes, Florida, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On January 23, 2018, February 6, 2019 and September 18, 2019, the City executed the First, Second and Third Amendments respectively, extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost: None**
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY2020-21	Year 2	Year 3	Year 4	Year
5 Revenues	\$17,085.00	N/A	N/A	N/A	N/A
Expenditures	\$0.00	N/A	N/A	N/A	N/A
Net Revenue	\$17,085.00	N/A	N/A	N/A	N/A

- e) Detail of additional staff requirements: Not Applicable

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

1. On September 3, 2008, the City Commission approved to enter into an Agreement with Kemp Group International Corporation for an initial three (3) year period, expiring on October 31, 2011.
2. The City of Pembroke Pines Police Department utilizes Kemp Group International Corporation to provide School Crossing Guard Services.
3. Section 4.2 of the Original Agreement allows for additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On February 8, 2012, the City executed the First Amendment which executed the first renewal to the Original Agreement commencing on November 1, 2011 and expiring on October 31, 2014.
5. On October 16, 2012, the Parties agreed to amend the Original Agreement to add two additional school crossing guards due to the rezoning of Silver trails Middle School for an increase of \$11,760 in the annual contract price.
6. On October 14, 2014, the City executed the Second Amendment which amended Section 14.15 entitled Compliance with Florida's Public Records Act, increased the annual compensation, increasing the total from \$567,420 to \$579,180, and executed the second three (3) year renewal option commencing on November 1, 2014 and expiring on October 31, 2017.
7. On November 13, 2017, the City executed the Third Amendment which replaced section 14.15 entitled Compliance with Florida's Public Records Act to include the Public Records provision as required by statutory amendments and executed the three (3) year renewal period commencing on November 1, 2017 and expiring on October 31, 2020.
8. The Police Department has begun a new procurement process for these services/products.

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

1. On November 3rd, 2015, the City entered into a Grant Administration for CRA Projects Agreement with Community Redevelopment Associates of Florida, Inc. for an initial five (5) year period, commencing November 3rd, 2015 and expiring on November 2nd, 2020.
2. The City of Pembroke Pines Planning & Economic Development Department utilizes Community Redevelopment Associates of Florida, Inc. to provide Grant Administration services for CRA Projects.
3. The agreement does not allow for renewal periods.
4. The City Administration is in the process of re-bidding the services.

(P) FPI Security Services - Security Guard Services - Non-Renewal

1. On May 10, 2017, the City Commission approved to enter into a Contractual Services Agreement with FPI Security Services, Inc. for an initial two (2) year period, commencing June 1, 2017 and expiring May 30, 2019.
2. The City of Pembroke Pines Public Services Department utilizes FPI Security Services, Inc. to provide security guard services.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On December 11, 2018, The City executed the First Amendment which amended the Original Agreement to include an additional security guard and the Scrutinized Companies Statute, increase the annual compensation amount and, provided for the first two (2) year renewal term commencing June 1, 2019 and expiring on May 30, 2021.
5. The Public Services Department does not wish to renew this Agreement and therefore will start a new procurement process for these services.

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

1. On August 3, 2005, the City Commission approved to enter into a Reciprocal Facility Use Agreement with the School Board of Broward County for an initial five (5) year period, commencing August 24, 2005 and expiring on August 24, 2010.
2. The agreement formalized and simplified the process to request the use of facilities owned and operated by the City and the School Board of Broward County.
3. The agreement allows the City to use School Board facilities and allows the various schools within the City the use of City facilities. Without this agreement, each party would be required to provide proof of insurance and indemnification on a case-by-case basis. The agreement provides these items and eliminates the need for this continuing repetitive documentation. The City will also be able to utilize school facilities for summer programs and other activities on non-school days and at times that do not conflict with school activities. All rental fees for both parties are waived with the exception of fixed costs such as custodial and energy expenses when applicable.
4. On August 18, 2010 and on April 15, 2015 the City Commission approved to renew the Agreement each time for an additional five (5) year period, extending the term to August 23, 2020.
5. The agreement does not provide for any further renewals and the Recreation and Cultural Arts Department is negotiating a new Agreement.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED CivicPlus 302 S 4th Street, Suite 500 Manhattan, KS 66502	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great Northern Insurance Company	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Westchester Surplus Lines Insurance Compan	10172
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: W17905311

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3602-53-12	05/17/2020	05/17/2021	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							\$	
B	AUTOMOBILE LIABILITY			7358-87-92	05/17/2020	05/17/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		7989-49-14	05/17/2020	05/17/2021	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> Y/N	<input type="checkbox"/> N/A	(21) 7174-92-49	05/17/2020	05/17/2021	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
	Cyber Liability						Each Claim/Aggregate	\$ 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 05/14/2020 WITH ID: W16465660.

Waiver of Subrogation applies in favor of Certificate holder with respects to General Liability, Auto Liability and Worker's Compensation, as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppinies.com

Agenda Request Form

Agenda Number: 20.

File ID: 19-1406

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 11/21/2019

Short Title: Contract Database Report

Final Action: 01/15/2020

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department
- (B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms
- (C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)
- (D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18
- (E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services
- (F) Ericks Consultants, Inc. - Legislative Consulting Services
- (G) Lawrence J. Smith, P.A. - Legislative Consulting Services
- (H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

**ITEMS (I) and (J) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

- (I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping
- (J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

***Agenda Date:** 01/15/2020

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - January 15, 2020, 2. Cintas Corporation No. 2 - Uniform Rental & Cleaning Agreement (all backup), 3. Gold Nugget dba Argo Uniforms - Uniform Agreement (all backup), 4. Allied Universal Corp - Caustic Soda Agreement (all backup), 5. Ceiling to Floor Cleaning - Janitorial Services (all backup), 6. Civic Plus Inc. - Master Service Agreement (all backup), 7. Ericks Consultants Inc - Legislative Consulting (all backup), 8. Ericks Consultants, Inc. - 2019 Legislative Session Final Report, 9. Lawrence J. Smith, P.A. - Legislative Consulting (all backup), 10. Lawrence J. Smith, P.A. - 2019 Legislative Session Final Report, 11. Smith, Bryan & Myers, Inc. - Legislative Consulting (all backup), 12. Smith, Bryan & Myers, Inc. - 2019 Legislative Session Final Report, 13. Maccabi Landscape, Corp - Citywide Trees, Plants Etc. (all backup), 14. Tropical Touch Garden - Citywide Trees, Plants & Other Landscape Materials (all backup)

1	City Commission	01/15/2020	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortiz, Commissioner Castillo, Commissioner Good Jr., Commissioner Schwartz, and Vice Mayor Siple				
Nay: - 0				

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department
- (B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms
- (C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)
- (D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18
- (E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services
- (F) Ericks Consultants, Inc. - Legislative Consulting Services
- (G) Lawrence J. Smith, P.A. - Legislative Consulting Services
- (H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

**ITEMS (I) and (J) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED
FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE
CITY'S PROCUREMENT CODE:**

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department

1. On May 25, 2017, the City entered into an Agreement with Cintas Corporation No. 2 for an initial two and a half (2 ½) year period, commencing March 1, 2017 and expiring September 30, 2019.
2. Cintas Corporation No. 2 provides uniforms and cleaning service to Fire Department personnel using a combination of proprietary formulated detergents and commercial extractors removing contaminants and bio-hazardous products from the uniforms.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Fire Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2019 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$28,268.24
- b) **Amount budgeted for this item in Account No:** \$31,200.00
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA

Expenditures	\$28,268.24	\$29,116.29	NA	NA	NA
Net Cost	\$28,268.24	\$29,116.29	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable

(B) Gold Nugget Uniform d/b/a Argo Uniform - Purchase of Police Uniforms

1. On November 30, 2015 the City entered into an agreement with Gold Nugget Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.
2. The City's Police Department utilizes Gold Nugget for the provision of uniforms and accessories for all uniformed employees of the Pembroke Pines Police Department.
3. On November 1, 2017, the Parties executed the First Amendment to the Original Agreement for the first two (2) year renewal period commencing on November 1, 2017 and ending on October 31, 2019.
4. The Police Department recommends that the City Commission approve this Second Amendment for the two (2) year renewal term, commencing on November 1, 2019 and expiring on October 31, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$89,000.00
- b) **Amount budgeted for this item in Account No:** There is \$80,000 budgeted in account # 1-521-3001-52600 - Clothing/Uniforms and \$9,000 budgeted in account # 1-529-3001-9007-52600 - Code Compliance - Clothing/Uniforms.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** The agreement shall be renewed for an additional two year period.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$0.00	NA	NA
Expenditures	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA
Net Cost	\$81,583.33	\$89,000.00	\$7,416.67	NA	NA

e) Detail of additional staff requirements: Not Applicable

(C) Allied Universal Corporation - Sodium Hydroxide 25% (Caustic Soda)

1. On February 21, 2018, the City Commission approved to enter into an Original Agreement with Allied Universal Corporation and on March 26, 2018 the Parties executed the Agreement for an initial two year period, commencing February 22, 2018 and expiring February 21, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation to provide all materials, labor, supplies, equipment and transportation to furnish and deliver Sodium Hydroxide 25% (Caustic Soda) for Waste Water Treatment Plant odor control.
3. Section 2.2 of the Original Agreement allows for two additional two-year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing February 22, 2020 and ending February 22, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$78,462.72
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #471-535-6022-52430 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project.**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA
Net Cost	\$45,769.92	\$78,462.72	\$32,692.80	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable

(D) Ceiling to Floor Cleaning, Inc. - Janitorial Services - Studio 18

1. On January 30, 2018, the City entered into a Contractual Services Agreement with Ceiling to Floor Cleaning, Inc. for an initial two (2) year period, commencing February 5, 2018 and expiring February 4, 2020.
2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Ceiling to Floor Cleaning, Inc. to provide Janitorial Services for Studio 18.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Recreation & Cultural Arts Department recommends that the City Commission approve this First Amendment for the two (2) year renewal term commencing February 5, 2020 and ending February 5, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$28,614
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this

project in account #1-572-7001-34990 (Contractual Services)

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	NA	NA
Expenditures	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA
Net Cost	\$19,075.52	\$28,613.28	\$9,537.76	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable

(E) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the School Subsites, Intranet, Recreation Software, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the first one (1) year renewal term commencing January 31, 2020 and ending January 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,607.60
- b) **Amount budgeted for this item in Account No:** \$65,857.60: 1-513-2002-34995 IT
Contractual services & \$18,750.00: 1-572-7001-52652 - Recreation and Cultural Arts Annual Services Fees
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$56,405.07	\$28,202.53	NA	NA	NA
Net Cost	\$56,405.07	\$28,202.53	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable

(F) Ericks Consultants, Inc. - Legislative Consulting Services

1. On January 24, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Ericks Consultants, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Ericks Consultants, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost:** \$84,000
- b) Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA
Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable.

(G) Lawrence J. Smith, P.A. - Legislative Consulting Services

1. On January 25, 2013, the City Commission approved to enter into a Legislative Consulting Agreement with Lawrence J. Smith, P.A. for an initial one (1) year period, commencing

February 1, 2013 and expiring January 31, 2014.

2. The City of Pembroke Pines Administration Department utilizes Lawrence J. Smith, P.A. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.
4. To date, the Original Agreement, has had six amendments, including six (6) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$84,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$00	\$00	NA	NA	NA
Expenditures	\$56,000.00	\$28,000.00	NA	NA	NA
Net Cost	\$56,000.00	\$28,000.00	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.

(H) Smith, Bryan and Myers, Inc. - Legislative Consulting Services

1. On February 2, 2017, the City Commission approved to enter into a Legislative Consulting Agreement with Smith, Bryan and Myers, Inc. for an initial one (1) year period, commencing February 1, 2013 and expiring January 31, 2014.
2. The City of Pembroke Pines Administration Department utilizes Smith, Bryan and Myers, Inc. to provide services during legislative sessions, including meetings as well as State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with the State and Local Government regulatory agencies.
3. Section 6.01 of the Original Agreement allows for additional one (1) year renewal terms

subject to satisfactory performance by Consultant, upon determination by City that renewal is in the best interest of City and approved by City Commission.

4. To date, the Original Agreement, has had two amendments, including two (2) one (1) year renewals which extended the term of the agreement to January 31, 2020.
5. The Administration recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing February 1, 2020 and ending January 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$36,000
- b) **Amount budgeted for this item in Account No:** 1-519-800-31500 (Professional Services-Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	NA	NA	NA
Expenditures	\$24,000.00	\$12,000.00	NA	NA	NA
Net Cost	\$24,000.00	\$12,000.00	NA	NA	NA

- e) **Detail of additional staff requirements:** Not Applicable.

(I) Maccabi Landscape Corp. - Citywide Trees Plants & Other Landscaping

1. On April 9, 2018, the City entered into a Contractual Services Agreement for an initial one (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Maccabi Landscape Corp to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise.
3. Section 3.2 of the Original Agreement allowed for one (1) additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On February 20, 2019 the Parties executed the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 9, 2019 and expiring on April 8, 2020.
5. The agreement does not allow for any further renewals.
6. The Public Services Department has begun the procurement process to contract for these

services.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost:** Not Applicable.
- b) Amount budgeted for this item in Account No:** Not Applicable.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

- e) Detail of additional staff requirements:** Not Applicable.

(J) Tropical Touch Gardens Center, Inc. - Provide and/or Install Trees, Plants & Other Landscaping Materials

1. On April 3, 2018, the City entered into a Contractual Services Agreement for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.
2. The City of Pembroke Pines Public Service Departments contracts Tropical Touch Gardens Center, Inc. to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plans and specifications for projects as they arise.
3. Section 3.1 of the Original Agreement allowed for one (1) additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. On March 13, 2019 the Parties entered into the First Amendment to include additional trees, and plants and to renew the agreement for the period commencing on April 3, 2019 and expiring on April 2, 2020.
5. The agreement does not allow for any further renewals.
6. The Public Services Department has begun the procurement process to contract for these services.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost:** Not Applicable.
- b) Amount budgeted for this item in Account No:** Not Applicable.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	NA	NA	NA	NA	NA
Expenditures	NA	NA	NA	NA	NA
Net Cost	NA	NA	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Brooke Steiner	
C&W Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan		PHONE (A/C, No, Ext): (785) 537-1600	FAX (A/C, No): (785) 537-1657
		E-MAIL: bsteiner@charlsonwilson.com	ADDRESS:
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Northern Insurance Company	NAIC # 20303
INSURED		INSURER B: Chubb Group of Ins. Companies	
CivicPlus, LLC 302 S. 4th Street, Suite 500 Manhattan		INSURER C: Federal Insurance Company	20281
		INSURER D: Chubb Indemnity Insurance Company	12777
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		2019 Master	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	3602-53-12	05/17/2019	05/17/2020	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7358-87-92	05/17/2019	05/17/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE			7989-49-14	05/17/2019	05/17/2020	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$	
								\$	
								\$	
								\$	
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	7174-92-49	05/17/2019	05/17/2020	<input checked="" type="checkbox"/> PER STATUTE	OTHE-
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Cyber Liability			3602-53-12	05/17/2019	05/17/2020	General Aggregate	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

<p>The City of Pembroke Pines 601 City Center Way</p> <p>Pembroke Pines</p>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

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STATEMENT OF WORK

No. 1

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement" or "MSA") between CivicPlus, Inc. ("CivicPlus") and the City of Pembroke Pines Florida. Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of the Agreement shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Pembroke Pines FL

CivicPlus

By: Charles F. Dodge
(Signature)

By: J. S.
(Signature)

Name: Charles F. Dodge
(Print)

Name: Jeff Logan
(Print)

Title: City manager
Date: 2/25/19

Title: Vice President of Sales
Date: February 12, 2019

1. TERM

The Initial Term of this Ally Platform Subscription and SOW begins February 20, 2019 and ends January 31, 2020. Client may renew the Ally Platform Subscription described herein by providing CivicPlus with written notice of intent to renew.

APPROVED AS TO LEGAL FORM

Julie Kahr
OFFICE OF THE CITY ATTORNEY
DATED: 2/25/19

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product		Subscription Cost
Ally Managed Service		\$34,250
	Total Annual Subscription Cost	\$34,250

This Scope of Work is valid through (or up to) 60 days from 01/16/2019.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Utilization is tracked on a minimum, quarterly hour basis. As time is used, hours are deducted from those allotted per this SOW.

Client shall first be invoiced upon signing and submission of this SOW for a prorated portion of the Total Annual Subscription Cost, covering a period beginning February 20, 2019 and ending January 31, 2020. Thereafter the Total Annual Subscription cost will be invoiced February 1 each year, beginning February 1, 2020, subject to the payment and billing terms of the Agreement.

Authorized Domain(s) Owned and Controlled by Reseller

<https://www.ppines.com/>

<https://www.pinescharter.net/>

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: Matthew Kefford

Email: mkefford@ppines.com

Phone: 954-392-2073

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

tsdinvoices@ppines.com

Contact Name: Matthew Kefford **Billing Address 1:** _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ **Billing Address 1:** _____
(if different from billing email address provided above)

City: _____ **State/Zip:** _____

Payment Method: _____

*All payments shall be made in accordance with the terms and conditions of the Agreement.
Invoices will be expressed in US Dollars (USD).*

APPENDIX A

SCOPE OF WORK

CivicPlus Services shall consist of the following Deliverables:

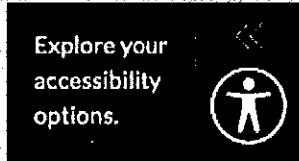
All Delivery Timelines are approximations and may vary.

Ally Managed Service

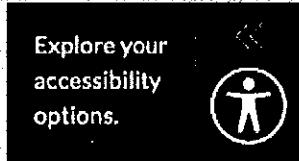
Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an Order.

The AudioEye Ally Managed Service is inclusive of the Products and Services ("Deliverables") detailed in the table, below.

ADA Requirements	AudioEye Product / Service
Phase I: Discovery (Services delivered at the beginning of the project)	
<i>Accessibility Resource / Information, Grievance Procedure</i>	Ally Toolbar Deployment <ul style="list-style-type: none">With the AudioEye JavaScript enabled, CivicPlus to deploy (turn on) the Ally Toolbar, which displays in the bottom right-hand corner of the Customer's Website. 
Accessibility Statement <ul style="list-style-type: none">CivicPlus to enable the Accessibility Statement / Certification Statement, within the Ally Toolbar. This button provides access to messaging that describes Client's commitment to Digital Inclusion and the steps taken/being taken to ensure equal access under ADAAs an option available to Client and encouraged by CivicPlus, Customer may deploy a separate, stand-alone web page, often titled, "Accessibility Statement", and link-to from website footer navigation. CivicPlus to provide Client with messaging to be deployed by Client. Messaging will be updated over the course of a project by Client and as per instructions provided by CivicPlus	

- With the AudioEye JavaScript enabled, CivicPlus to deploy (turn on) the Ally Toolbar, which displays in the bottom right-hand corner of the Customer's Website.



Explore your
accessibility
options.

- CivicPlus to enable the Accessibility Statement / Certification Statement, within the Ally Toolbar. This button provides access to messaging that describes Client's commitment to Digital Inclusion and the steps taken/being taken to ensure equal access under ADA
- As an option available to Client and encouraged by CivicPlus, Customer may deploy a separate, stand-alone web page, often titled, "Accessibility Statement", and link-to from website footer navigation. CivicPlus to provide Client with messaging to be deployed by Client. Messaging will be updated over the course of a project by Client and as per instructions provided by CivicPlus

	<p>Accessibility Help Desk</p> <ul style="list-style-type: none"> • CivicPlus to enable the Help Desk within the Ally Toolbar. This web form allows end-users to report issues of accessibility (grievances) that impact usability and accessibility • Submitted issues are processed by AudioEye Subject Matter Experts • Reported issues set remediation prioritization
Accessibility Auditor / SME	<p>Official "Auditor" Representation</p> <ul style="list-style-type: none"> • Upon request, CivicPlus will supply Client with AudioEye "Bona Fides" (i.e. credentials) in the form of an Auditor Notification Letter, which also attests to the steps taken/being taken by Client (and CivicPlus) to address Digital Inclusion • Client is empowered to be the official Accessibility Auditor empowered to field and address Accessibility Complaints • CivicPlus provides Client access to Subject Matter Experts and Specialized Engineers
<i>Initial Audit of Existing Content & Functionality</i>	<p>Automated "Baseline" Site Evaluation</p> <ul style="list-style-type: none"> • Upon request, from <u>DAP</u><u>the Digital Accessibility Platform (DAP)</u>, CivicPlus to initiate a Site Evaluation of Client website. • Baseline report provides high-level snapshot of approximately half of all potential issues impacting Accessibility Conformance
<i>Remediation (Partial)</i>	<p>Accelerator</p> <ul style="list-style-type: none"> • Dynamic Remediation Technology automatically fixes common errors of accessibility • Auto-Remediations served via the AudioEye JavaScript reduce compliance issues and, partially, begin to eliminate a number of outstanding issues that impact accessibility and usability
<p>Phase II: Remediation & Usability (Services typically delivered within the first ~ 100 days of the project)</p>	
Accessibility Testing	<p>Manual Accessibility Testing</p> <ul style="list-style-type: none"> • AudioEye Subject Matter Experts (SMEs) conduct manual observations and tests to identify and report issues of accessibility • Technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.

Maximize WCAG 2.0 AA Conformance

Manual Remediation of Accessibility Issues

- Automated and Manual test results provide feedback for CivicPlus Engineers to develop Remediations to fix issues of accessibility and substantially conform with WCAG 2.0 AA Success Criteria
- Remediations are developed by CivicPlus Engineers and applied Dynamically via the AudioEye Ally Dynamic Remediation Technology that is delivered via the AudioEye JavaScript. The vast majority of issues reported in the Fix View within DAP are remediated within the first ~50 days of a project.
- For issues impacting visual display or for other remediations that are optimally fixed at the Source, CivicPlus to provide Source Feedback Reports that supply audit results and remediation instructions for Client stakeholders including developers, designers, and implementers.

Free Assistive Tools via the Ally Toolbar (Full Implementation)

- CivicPlus to provision and deploy free Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs
- Assistive tools include:
 - Each of the utilities provisioned during Phase I, plus...
 - Accessible Site Menu: provides visually optimized keyboard-friendly access to normalized and fully accessible site menu
 - Page Elements Menu: facilitates keyboard friendly access for quick navigation
 - Reader: Allows end-users to easily customize the visual display of the page, including: zoom, contrast, and font.
 - Player: End-users may engage a Player utility that mirrors the features and functions of traditional screen reader software, allowing the user to engage with the web environment by using their keyboard (instead of a mouse) and listening to content instead of reading.

3rd Party / Vendor Supplied Services - Accessibility Advocacy, Strategy and Remediation

3rd Party Accessibility Analysis and Feedback

- Upon request, CivicPlus to provide Client with lists of 3rd Party vendors and summary analysis to communicate accessibility shortcomings and to allow Client to make informed decisions about any potential risks that may be

exposed in relying upon inaccessible vendor-supplied resources

Phase III: Maintenance, Monitoring, and Continued Education/Training (Services delivered over the duration of engagement with AudioEye)

Annual Auditing

Comprehensive Compliance Reports

- Upon request, CivicPlus to supply Client with annual, high-level Audit Summary Evaluations that demonstrate conformance status and compliance achievement & maintenance.

Maintain / Monitor WCAG 2.0 AA Conformance

Compliance Monitoring

- CivicPlus to conduct regular ongoing automated conformance evaluation scanning and continuous WCAG 2.0 AA testing conducted against dynamically generated site performance analysis.
- In the event conformance violations are re-introduced into Client environments, CivicPlus to remediate issues (via Dynamic Remediation Technology) or update Source Feedback Reports.

AudioEye Trusted Certification

- CivicPlus to deploy and promote the AudioEye Trusted Certification across Client's AudioEye enabled websites and web applications.
- By publishing the AudioEye Trusted Certification Statement (and badge), CivicPlus provides continuous and public validation of the accessibility compliance status and the ongoing fulfillment of the AudioEye Ally Managed Service process, including, if applicable, the deployment of the AudioEye Ally Toolbar. The AudioEye Trusted Certification reinforces the ongoing goal of maximizing and continually improving conformance with the informative guidance provided through the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria.
- Certification is presented within the Ally Toolbar and/or stand-alone Customer Accessibility Statement; includes AudioEye Trusted Badge. As may be applicable, Certification statements may provide reference to Source Feedback Reports (which may be made available upon request) and/or outstanding known issues, which Civicplus is actively working to remediate.
- Certification consists of multiple phases (typically three phases). As a project progresses, CivicPlus will update the Certification Statement to coincide with the status of the collective efforts to more substantially conform with WCAG 2.0 AA.



Training

Quarterly Accessibility Training Webinars

- AudioEye to provide Accessibility Training for CivicPlus and Client via Quarterly Accessibility Training Webinars
- Includes unlimited seats for project stakeholders
- 1-hour Sessions may cover (but not limited to) the following topics:
 - Intro to Accessibility
 - Accessibility Essentials
 - Document Accessibility
 - Video Accessibility
- CivicPlus will inform Client of the Dates for Quarterly Training Seminars

CivicPlus shall also provide the following additional AudioEye Services, which shall consist of the following deliverables:

ASSUMPTIONS

To streamline communication during the project, Client will be assigned a project manager who will be responsible for the quality and timeliness of all deliverables. The project manager will oversee each Client project, will track the progress of each project, and will be available to escalate concerns.

CivicPlus will train key Reseller stakeholders to fully understand and leverage the capabilities of the SaaS Service.

Website/Platform updates or structural changes that impact existing CSS ID/Class Selector Attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included under 'Phase III: Maintenance, Monitoring, and Continued Education/Training'.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform.

CivicPlus engineers do not make any changes to the Client web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the Digital Accessibility Platform require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, CivicPlus to obtain written permission from Client to provision the AudioEye JavaScript in order to apply fixes. CivicPlus nor its licensors shall not be held liable for delays impacting delivery timelines pertaining to Client supplying CivicPlus with written approvals.

For any compliance standard that cannot be attained through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, CivicPlus collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors and allows AudioEye to assign a full or partial conformance certification based on the standards tested. CivicPlus to provide the necessary tools and/or instruction, allowing Client to implement fixes within the product source ("Source Remediation"). As timelines for implementing Source Remediation is not controlled by CivicPlus, Client acknowledges and authorizes timeline changes resulting from deliverables controlled by the Client and outside the immediate control of CivicPlus.

For each project, the start date of Phase I of the implementation process is determined by CivicPlus.

The completion of Phases I and II of the Implementation Process is indicated by the elimination of Errors as defined through the Fix view within the Digital Accessibility Platform; elimination of Risks, Unverified, and Needs Review items may require additional time and, if necessary, any remaining items are to be addressed during the Maintenance Phase (Phase III).

CivicPlus shall issue a certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG 2.0 Level AA Success Criteria and, if applicable, Section 508 Standards for Information and Communication Technology. If applicable, Certification Statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand Source Feedback Reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common Exclusions Resulting in Conformance Clarifications as documented through Source Feedback Reports include: Flash Objects, Highly Visual/Dynamic Display Widgets/Modules, High Volume Dynamically Generated Content, Maps, Inaccessible PDFs, Videos without Captioning and/or Audio Descriptions, and 3rd Party Content.

CLIENT RESPONSIBILITIES

For each domain being provisioned with AudioEye ("Active Enablement"), Client to assign designated Project Owner in charge of processing Source Remediation Requests as they are provided from CivicPlus. As Client resources may be limited, Client to prioritize Active Enablement and notify CivicPlus if/when Active Enablement should commence or, if deemed necessary by Client, pause to allow Client resources to address said requests.

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to educate CivicPlus on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Additionally, Client will provide comprehensive feedback on interim deliverables regarding the feasibility or difficulty to implement accessibility features of the AudioEye Ally Platform so as to minimize unnecessary work and streamline production efforts.

Client to provide advanced notification to CivicPlus prior to implementing AudioEye JavaScript within their web environments, including but not limited to Client's Production, Staging, UAT, Development, and/or Sandbox environment(s).

Client will provide CivicPlus with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, during their SaaS Subscription, Client may request an Auditor Notification Letter to inform Plaintiff of the proactive steps already taken and being taken by Client to ensure Digital Inclusion. After having reviewed the bona fides supplied through the Auditor Notification Letter, should Plaintiff continue to pursue their legal efforts, Client may request Consulting or Legal Support Services, which may be separate from and in addition to the Services included in this Scope of Work.

CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. CivicPlus will continue performing the services in accordance with this SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without prior written authorization from CivicPlus and Client.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppinies.com

Agenda Request Form

Agenda Number: 11.

File ID: 18-1436

Type: Purchase

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 12/04/2018

Short Title: Accessibility Platform Audio Eye-Civic Plus
Expansion

Final Action: 02/20/2019

Title: MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT
BETWEEN CIVICPLUS, INC. (FORMERLY ICON ENTERPRISES, INC.),
AND THE CITY OF PEMBROKE PINES TO ADD THE DIGITAL
ACCESSIBILITY PLATFORM AUDIO EYE TO SUPPORT AND ADDRESS
DIGITAL COMPLIANCE REQUIREMENTS FOR CITIZENS WITH
DISABILITIES FOR ALL CITY HOSTED CIVICPLUS DELIVERED
WEBSITES FOR A TWELVE MONTH PERIOD IN THE AMOUNT OF
\$34,250 CITING "BEST INTEREST OF THE CITY" AS STATED IN SECTION
35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

*Agenda Date: 02/20/2019

Agenda Number: 11.

Internal Notes: Addresses website compliance request for the visitors with disabilities.

Attachments: 1. AudioEye FL - Pembroke Pines Renewal, 2. SOW-Pembroke Pines 2019 AudioEye Signed

1	City Commission	02/20/2019	approve	Pass
Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve the agreement with Civic Plus to add the digital accessibility platform Audio Eye for citizens with disabilities in the best interests of the City. The motion carried by the following vote:				
Aye: - 5 Mayor Ortiz, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN CIVICPLUS, INC. (FORMERLY ICON ENTERPRISES, INC.), AND THE CITY OF PEMBROKE PINES TO ADD THE DIGITAL ACCESSIBILITY PLATFORM AUDIO EYE TO SUPPORT AND ADDRESS DIGITAL COMPLIANCE REQUIREMENTS FOR CITIZENS WITH DISABILITIES FOR ALL CITY HOSTED CIVICPLUS DELIVERED WEBSITES FOR A TWELVE MONTH PERIOD IN THE AMOUNT OF \$34,250 CITING "BEST INTEREST OF THE CITY" AS STATED IN SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 15, 2013 the City Commission approved the award of RFP #IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City's website.
3. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.
4. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.
5. According to the most recent U.S. census, more than 56 million people in the United States are living with a disability. As an organization that serves citizens, it is essential to an accessible website, and one that provides equitable access to news, information, and local resources.
6. The Technology Services Department has been researching the implementation of a Digital Accessibility Platform to support and address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.
7. CivicPlus, the City's website provider, has a Digital Accessibility Platform called Audio Eye. Audio Eye addresses the requirement of ensuring compliance by evaluating our websites PPines.com and PinesCharter.com using the Web Content Accessibility Guidelines (WCAG), an international standard that is backed by the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI).
 - Automated Testing conducted from the Audio Eye Digital Accessibility Platform.
 - Audio Eye Technology analyzes your website, identifies and fixes accessibility issues, and tracks outstanding errors that require manual intervention.
 - Compliance scan results of your website detailing your domain's current level of conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and/or Section 508 legacy or 2018 Refresh.
 - Overview of specific issues that can be automatically fixed by integrating the Audio Eye solution into your website.

- Guidance pertaining to the specific WCAG 2.0 principles requiring attention and/or Section 508 legacy or 2018 Refresh.

8. The purchase of Audio Eye will include digital accessibility platform with unlimited scans, compliance review/support for both www.PPines.com <<http://www.PPines.com>> and www.PinesCharter.net <<http://www.PinesCharter.net>> domains. The 12-month subscription for the products will cost \$34,250 annually.

9. The Technology Services Department has identified and selected Audio Eye Technology as the provider that can meet all of our needs. The solution provider works as additional software enhancement to our existing website solution provider Civic Plus and they share knowledge and insights to deliver this solution without any service related impact on the City or Schools.

10. Section 35.18(C)(8) Best Interest of the City states, "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."

11. Based on the previously stated factual findings, the Technology Services Department recommends for City Commission to approve the purchase of Audio Eye Solution for website accessibility and compliance requirements for all city hosted Civic Plus delivered websites.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$34,250
- b) Amount budgeted for this item in Account No:** \$34,250 is budgeted in 1-513-2002-46801 IT Maintenance Contracts
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures	\$34,250	\$34,250	\$34,250	\$34,250	\$34,250
Net Cost					

- e) Detail of additional staff requirements:** Not Applicable

**Contact Information****Organization** The City of Pembroke Pines**URL** <http://www.ppines.com/>

Street Address 601 City Center Way**Address 2**

City Pembroke Pines **State** FL **Postal Code** 33025

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact Smita Patel **E-Mail** spatel@ppines.com

Phone 954-450-1079 **Ext.** **Fax**

Billing Address 601 City Center Way

Address 2

City Pembroke Pines **ST** FL **Postal Code** 33025

Tax ID # 59-0908106 **Sales Tax Exempt #** 85-8013818682C-8

Billing Terms Annual **Account Rep**

Info Required on Invoice (PO or Job #)

Contract Contact Christina Sorensen **Email** csorensen@ppines.com

Phone 954-392-2131 **Ext.** **Fax**

Project Contact Michael Lockett **Email** mlockett@ppines.com

Phone 954-392-2084 **Ext.** **Fax**

CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from July 13, 2017

Project Implementation and Deployment	
• Setup of CivicRec Recreation Management Software	
• Up to 40 hours of Project development, including project management and system integration/data migration	\$29,250
• Merchant account set-up, if desired	
• Up to 30 hours web-based training for up to 6 Client staff members	
• First Year Annual Services	
	Total Implementation Fees
	\$29,250
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)	
<i>Billed 12 months from SOW signing</i>	
	\$18,750

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus; to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half of the Total First Year Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service.
5. At the onset of each Renewal Term, beginning with the first Renewal Term (after 24 months of service under this SOW #2), CivicPlus may reassess the annual fees based on historic data (actual transaction volume occurring during the prior one year Renewal Term) to ensure that the Annual Services Fees accurately reflects the transaction volume processed.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).
 - i. Standard Merchant Processing Rates are as follows:

Processing Rate - 3% per "charge" transaction

Transaction Fee - \$.30 per transaction



- ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.
- iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.
- iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

Charles F. Dodge

By:

Tim Grant

Name:

Charles F. Dodge

Name: Tim Grant

Title:

City Manager

Title: Director of Sales

Date:

9/01/17

Date: 9/18/2017

APPROVED AS TO LEGAL FORM

Jillie Blahn
OFFICE OF THE CITY ATTORNEY
DATED: 9/20/17

Addendum 1 to Exhibit A.2 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicPlus throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Thereafter, Client will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

THIS CONTRACT AMENDMENT is agreed to by and between Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") and Pembroke Pines, Florida ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this amendment.

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for website development and hosting services as set forth in the original Redesign Contract signed on January 28, 2013 ("Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Scope of Services

1. The table cell labeled Year 2 and Beyond Annual Support, Maintenance & Hosting is hereby deleted in its entirety and replaced as follows:

Current Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) (Invoiced February 1, 2016)	\$14,234.19
5% Annual Increase	\$14,945.90
Intranet Subsite (as defined in Addendum 1) Annual Fees	\$1,575
CivicSend (as defined in Addendum 1) Annual Fees	\$1,990
CivicMobile Custom App	\$1,950
ADFS	\$1,500
Adjusted Total Annual Services	\$21,960.90
Invoiced February 1, 2017, Subject to annual 5% annual services	

2. The following Sections 34 and 35 shall be added to the terms & conditions of the Agreement:
 34. Client is a public agency subject to Chapter 119, Florida Statutes. CivicPlus shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that Client would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to Client, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
 35. The failure of Contractor to comply with the provisions set forth in Section 34 shall constitute a Default and Breach of this Agreement and Client shall enforce the Default in accordance with the provisions this Agreement."

Acceptance

We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

Charles S. Dody 8/25/16
Client Date

CivicPlus 8/11/2016
CivicPlus Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: Contracts@CivicPlus.com
Fax: 785-587-8951

Or – Mail Two (2) Signed Originals

CivicPlus Contract Manager
302 South 4th St., Suite 500
Manhattan, KS 66502

APPROVED AS TO LEGAL FORM

City Attorney
OFFICE OF THE CITY ATTORNEY
DATED: 8/25/16



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 22.

File ID: 17-0607

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 08/26/2017

Short Title: 2nd Amendment to Civic Plus Agreement for
Recreational Management Software

Final Action: 09/06/2017

Title: MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT
BETWEEN ICON ENTERPRISE, INC., D/B/A CIVICPLUS, AND THE CITY
OF PEMBROKE PINES TO ADD RECREATIONAL MANAGEMENT
SOFTWARE AS AN ADDITIONAL SERVICE UNDER THE EXISTING
AGREEMENT FOR A TWO YEAR PERIOD IN THE AMOUNT OF \$29,250
FOR THE FIRST YEAR AND \$18,750 FOR THE SECOND YEAR FOR A
TOTAL COST OF \$48,000 CITING "BEST INTEREST OF THE CITY" AS
STATED IN SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

***Agenda Date:** 09/06/2017

Agenda Number: 22.

Internal Notes:

Attachments: 1. 2nd Amendment - Statement of Work for CivicRec, 2. 1st Amendment - Statement of Work for
Additional CivicPlus Services, 3. Original Agreement - CivicPlus, 4. Commission Approval
(2016-08-03)

1 City Commission 09/06/2017 approve Pass

Action Text: PRIOR TO THE VOTE BEING TAKEN:

Assistant City Attorney Horowitz read Item 22 into the record by title.

A motion was made by Vice Mayor Castillo, seconded by Commissioner Siple, to approve. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Shechter,
Commissioner Schwartz, and Commissioner Siple

Nay: - 0

MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN ICON ENTERPRISE, INC., D/B/A CIVICPLUS, AND THE CITY OF PEMBROKE PINES TO ADD RECREATIONAL MANAGEMENT SOFTWARE AS AN ADDITIONAL SERVICE UNDER THE EXISTING AGREEMENT FOR A TWO YEAR PERIOD IN THE AMOUNT OF \$29,250 FOR THE FIRST YEAR AND \$18,750 FOR THE SECOND YEAR FOR A TOTAL COST OF \$48,000 CITING "BEST INTEREST OF THE CITY" AS STATED IN SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 15, 2013, the City Commission approved the award of RFP # IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprise, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City's website.
2. The initial agreement was for an amount of \$97,083 with an annual cost of \$11,958.45 in year 2 for annual support, maintenance and hosting. The contract was for a one year period with one year renewals. At the end of the period, CivicPlus will invoice the City for the following year's Annual Support, Maintenance & Hosting, at which time the City may pay the invoice or may provide notice of cancellation. The annual cost of \$11,958.45 in year 2, is subject to a 5% increase in year 3 and beyond.
3. On August 3, 2016 the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend. These additional services added an additional cost of \$8,600 for an Intranet Subsite and increased the annual fee for year five (2/1/2017 - 1/31/2018) of the contract by \$8,117.50, which was also subject to a 5% increase in future years.
4. The Recreation and Cultural Arts Department has been researching the implementation of a recreational management software program to assist the department with facility reservations, activity registrations, membership management, point of sale management, league management, surveys, financial reporting, and a mobile public and staff experience.
5. CivicPlus, the City's website provider, has a product called CivicRec Recreation Management Software (RMS). The product is a web-based application specifically designed to meet the needs of municipal recreation and park departments. The product is a Software as a Services (SaaS) solution that is ready to go off-the-shelf. Below are some of the features and functionality of the program:

Facility Reservations

- Master calendar so staff has quick easy access to view facility availability
- Reservations for scheduled activities

- Online administration of all hall rental and field reservations
- Online submission of required documents
- Staff can quickly adjust rentals
- Refunds are easy with deposit tracking

Activity Registration

- Staff can quickly create programs, indicate pricing, attach required documents, and assign instructors with this module.
- Staff can easily take in registrations in-house or allow the public to register on the device of their choice, including mobile.
- Multiple household members can register at once.
- Receipts and permits can be emailed after checkout
- Registrations are accepted securely through the web
- Module assists with Resident/non-resident determination
- Online payments are available
- Volunteer Management

League Management

- The department can create leagues, draft players, assess skills, and generate schedules.
- Schedules, scores, and standings are available by link on the website
- Public can stay up to date on information about their leagues

Ticketing

- Staff can generate tickets for events either through a desktop computer or mobile device.
- Staff can accept tickets through a mobile check-in or desktop check in screens
- Public users can print tickets or present their ticket code on their mobile device

Surveys

- Participants will automatically receive post-program surveys requesting feedback on programs, organization, instructors, and processes.
- This information will assist staff in determining how well programming is being received.

Reporting and Financial Accounting

- Over 100 canned reports
- Completely customizable filters and report fields
- Ability to export to Excel
- Quick email capabilities for displayed reports
- Scheduled reports for email delivery at any time.

Email / Text Message Blasts

- Mass email blasts can be done with the click of a button
- Text message features are available for those time sensitive notifications like cancellations

Merchant Options / Credit Card Processing

- CivicRec will integrate with the City's current merchant provider.

6. The amendment with CivicPlus for the Civic Rec Software is for a two year term. The proposed price from CivicRec is \$29,250 for the first year and \$18,750 for year two. The

renewal price after the first two years will be reassessed based on historical transaction volume to ensure the Annual Services Fees accurately reflect the transaction volume processed. The price includes the software, project development, project management, integration, merchant account set up, and web-based training and two years of support and maintenance. The price does not include hardware. The Technology Services Department has estimated the cost of the hardware to be approximately \$5,000 and will be purchase separately from other vendors using the guidelines of the procurement code.

7. The Recreation and Cultural Arts Department also looked into to other Recreation Management Software Programs. The Recreation Staff reached out to other local agencies to determine what other programs are being used in our area and benchmarked them against the CivicRec program. Ultimately Recreation staff, together with Technology Services staff, determined that the CivicRec program was the best solution for the department's needs and provided the best value and a seamless integration into our existing systems and processes. Below is a summary of the analysis done by staff on the three different programs:

Rec-Trek / Vermont Systems

- Price is \$99,814.00 for the first year and \$29,284 for the second year; total two year cost is \$128,098 not including hardware costs which are estimated at \$10,165
- This program offers basically the same functionality as CivicRec.
- The program will not interface with our current credit card payment processor

E-Trak

- Price is \$32,000.00 for the first year and \$7,000 for the second year; total two year cost is \$39,000 not including hardware costs which are estimated at \$4,750
- This program offers basically the same functionality as CivicRec
- The program is hosted by E-Trak but all payments would have be made through a link to a secure 3rd party website.

Rec-Pro

- Price is \$15,500.00 for the first year and \$5,250 for the second year; total two year cost is \$20,750 not including hardware costs which are estimated at \$4,215
- This program offers basically the same functionality as CivicRec
- The Technology Services Department determined that we could not accommodate the program's operating system requirements and this company would not allow the City to use the current merchant payment processor.

8. Section 35.18(C)(8) "Best interest of the City" of the City's Procurement Code states "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the city. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."

9. Below are the factual findings as recommended by the Recreation and Cultural Arts Director:

- The Recreation and Cultural Arts Department needs a Recreation Management Software Program.
- The Procurement Code allows for Commission to approve amendments to existing agreements. A formal competitive solicitation process was completed to establish the existing agreement with Icon Enterprise, Inc. d/b/a CivicPlus for the City's current website.
- Staff was presented with the CivicRec Recreation Management Software Program and determined it was a good fit however in the spirit of the procurement code, staff researched to see if there were other software programs that existed that could provide the same functionality and features as CivicRec.
- Staff analyzed three separate programs that are currently being used by other agencies and determined based on that review that CivicRec was the best solution for the City's Recreation and Cultural Arts Department.
- Conducting a formal competitive solicitation for this process will be a very time consuming process and may yield the same result as staff has done extensive research on many of the recreation software programs leading in the industry.
- The CivicRec program is part of the CivicPlus collection of offerings. Having a single vendor and website will provide a seamless website experience to our residents.

10. Request Commission approve the amendment to the agreement between Icon Enterprise, Inc. d/b/a CivicPlus and the City of Pembroke Pines to add Recreational Management Software as an additional service under the existing agreement for a two year period in the amount of \$29,250 for the first year and \$18,750 for the second year for a total cost of \$48,000 citing "Best interest of the City" as stated in Section 35.18(C)(8) of the City's Procurement Code.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$48,000 (\$29,250 for year one and \$18,750 for year two)
- b) Amount budgeted for this item in Account No:** \$29,250 budgeted in 1-572-7001-64051 Computer Programs for the initial purchase
- c) Source of funding for difference, if not fully budgeted:** If approved a budget adjustment in the proposed 2017-18 budget for the Recreation and Cultural Arts Department will be made from 1-572-7001-46150 R&M to 1-572-7001-34995 - IT Contractual Services.
- d) 5 year projection of the operational cost of the project:** The annual maintenance cost for future periods will be assessed based on actual transaction volume occurring during the prior period to ensure the Annual Services Fees accurately reflect the transaction volume processed.
- e) Detail of additional staff requirements:** Not Applicable.



Contact Information

Organization	URL	
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Street Address		
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Address 2		
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City	State	Postal Code
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CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
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Tax ID #		
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Billing Terms		
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Account Rep		
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Info Required on Invoice (PO or Job #)		
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Contract Contact	Email	
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Phone	Ext.	Fax
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Project Contact	Email	
<hr/>		
Phone	Ext.	Fax
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THIS CONTRACT AMENDMENT is agreed to by and between Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") and Pembroke Pines, Florida ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this amendment.

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for website development and hosting services as set forth in the original Redesign Contract signed on January 28, 2013 ("Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Scope of Services

1. The table cell labeled Year 2 and Beyond Annual Support, Maintenance & Hosting is hereby deleted in its entirety and replaced as follows:

Current Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) (Invoiced February 1, 2016)	\$14,234.19
5% Annual Increase	\$14,945.90
Intranet Subsite (as defined in Addendum 1) Annual Fees	\$1,575
CivicSend (as defined in Addendum 1) Annual Fees	\$1,990
CivicMobile Custom App	\$1,950
ADFS	\$1,500
Adjusted Total Annual Services	\$21,960.90
Invoiced February 1, 2017, Subject to annual 5% annual services	

2. The following Sections 34 and 35 shall be added to the terms & conditions of the Agreement:
 34. Client is a public agency subject to Chapter 119, Florida Statutes. CivicPlus shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that Client would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to Client, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
 35. The failure of Contractor to comply with the provisions set forth in Section 34 shall constitute a Default and Breach of this Agreement and Client shall enforce the Default in accordance with the provisions this Agreement."

Acceptance

We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

Charles S. Dody 8/25/16
Client Date

CivicPlus 8/11/2016
CivicPlus Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: Contracts@CivicPlus.com
Fax: 785-587-8951

Or – Mail Two (2) Signed Originals

CivicPlus Contract Manager
302 South 4th St., Suite 500
Manhattan, KS 66502

APPROVED AS TO LEGAL FORM

City Attorney
OFFICE OF THE CITY ATTORNEY
DATED: 8/25/16



Contact Information

Organization	URL	
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Street Address		
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Address 2		
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City	State	Postal Code
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CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
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Address 2		
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City	ST	Postal Code
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Tax ID #		
<hr/>		
Billing Terms		
<hr/>		
Account Rep		
<hr/>		
Info Required on Invoice (PO or Job #)		
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Contract Contact	Email	
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Phone	Ext.	Fax
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Project Contact	Email	
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Phone	Ext.	Fax
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City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppinies.com

Agenda Number: 7.

File Number: 16-0256

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 30,560.90

Introduced: 06/08/2016

File Name: Amendment to CivicPlus Website Redesign
Agreement

Final Action: 08/03/2016

Title: MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT
BETWEEN ICON ENTERPRISE, INC., D/B/A CIVICPLUS, AND THE CITY
OF PEMBROKE PINES FOR ADDITIONAL SERVICES RELATED TO THE
CITY'S WEBSITE.

Notes:

Attachments: 1. Civic Plus Amendment

Agenda Date: 08/03/2016

- 2. Quotes for Subsite and CivicSend
- 3. Summary of Services
- 4. Original Agreement
- 5. Commission Approval (2013-01-15)

Agenda Number: 7.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	08/03/2016	approve	Aye: 5 Nay: 0	Mayor Ortiz, Vice Mayor Shechter, Commissioner Castillo, Commissioner Schwartz and Commissioner Siple		Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 15, 2013, the City Commission approved the award of RFP # IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprise, Inc. d/b/a CivicPlus in the amount of \$98,373.
2. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City's website.
3. The Original Agreement that was routed for approval was in the amount of \$97,083, which is \$1,290 less than the amount approved by the City Commission. In addition, the annual support, maintenance and hosting fees were slightly different, as shown below:

Project Development Year 2 and Beyond Annual Support, Maintenance & Hosting		
	(Subject to annual 5% increase year 3 and beyond)	
Commission Approved	\$98,373	\$11,797.00
City Executed	\$97,083	\$11,958.00
Actual	\$97,083	\$11,958.45

4. The contract shall remain in effect for a one year period. At the end of the period, CivicPlus will invoice the City for the following year's Annual Support, Maintenance & Hosting, at which time the City may pay the invoice or may provide notice of cancellation.
5. Icon Enterprise, Inc. d/b/a CivicPlus is the sole provider of CivicEngage and it's associated products and service package that enables municipal website administrators to manage critical aspects of their online presence.
6. In March of 2014, CivicPlus informed the Technology Services Department that their existing Media Center solution for video streaming would no longer be offered in the same manner as their third-party service provider could no longer support the solution as is. CivicPlus presented an option to their clients to provide an upgraded level of service that would offer faster encoding and additional bandwidth for up to 8,000 concurrent viewers. The Technology Services Director approved the additional annual amount of \$1,000 for these services, effective January 1, 2015, which would also be subject to the 5% annual increase in the following years.
7. On February 2, 2016, the City Manager approved the Technology Services Director's request to have CivicPlus create a Custom Mobile App for the City of Pembroke Pines that would be available on the iTunes and Android Market for users to download. The total cost for these additional services are \$5,500 with an annual cost of \$1,950, which would also be subject to the 5% annual increase in the following years.
8. In March of 2016, the Technology Services Director requested for CivicPlus to add Active Directory Federation Services (ADFS) which will allow connectivity to existing software with single sign-on access eliminating the need for multiple logins and create other additional efficiencies for the City. The total cost for these additional services are \$1,500 with an

annual cost of \$1,500, which would also be subject to the 5% annual increase in the following years.

9. The Technology Services Department is also requesting to add a Subsite as a separate subdomain affiliated with the City's primary website that will incorporate a distinct design which would be accessible internally by employees and provide various benefits including a source of information and training for Departments to find out information on their own department and other City department's as well. The total cost for these additional services are \$8,600 with an annual cost of \$1,575, which would also be subject to the 5% annual increase in the following years.

10. In addition, the Technology Services Department is also requesting to add the CivicSend software solution that allows for easy communication through multiple channels including e-mails, mobile texts and social media. This will assist the City on reaching out and engaging its citizens and other stakeholders as the system would allow the City to effectively and efficiently reach out to stakeholders, track and measure responses, autopost information, manage and access multiple subscriber lists, etc. The total cost for these additional services are \$1,990 effective on February 1, 2017, which would also be subject to the 5% annual increase in the following years.

11. The changes outlined above would result in the following additional costs:

Additional Cost for the Current Year	Amount
Intranet Subsite	\$ 8,600.00
Year 5 Annual Fee (2/1/2017 - 1/31/2018)	Amount
Base Annual Fee	\$13,843.40
Additions	
Media Center Storage Services	\$ 1,102.50
CivicMobile App	\$ 1,950.00
Active Directory Federation Services (ADFS)	\$ 1,500.00
Intranet Subsite	\$ 1,575.00
CivicSend	\$ 1,990.00
Total Additions	\$ 8,117.50
Total Annual Fees for Services	\$21,960.90

12. Request Commission to approve the Amendment to the Agreement between Icon Enterprise, Inc., D/B/A CivicPlus, and the City of Pembroke Pines for additional services related to the City's Website.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** \$30,560.90 which includes \$8,600 for the addition of the Intranet Subsite and the annual fees of \$21,960.90
- b) Amount budgeted for this item in Account No:** \$8,600 budgeted in account #

1-513-2002-34995 (IT Contractual Services) for fiscal year 2015-16. The annual maintenance fee of \$21,960.90 for 2016-17 will be appropriated in the 2016-17 adopted budget.

- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** The annual maintenance cost for future periods will include a 5% increase, based on the contract.
- e) Detail of additional staff requirements:** Not Applicable.



CivicPlus Subsite Sales Form

Organization	Pembroke Pines Charter Schools			URL	http://pinescharter.net/
Street Address	10100 Pines Boulevard				
Address 2					
City	Pembroke Pines	State	FL	Postal Code	33026
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Project Contact	Michael Lockett			Email	mlockett@pines.com
Phone	(954) 435-6517	Ext.	854	Fax	(954) 435-6758
Billing Contact	Smita Patel			E-Mail	spatel@pines.com
Phone	(954) 435-6557	Ext.	876	Fax	(954) 435-6524
Billing Address	10100 Pines Boulevard				
Address 2					
City	Pembroke Pines	ST	FL	Postal Code	33026
Tax ID #	59-0908106			Sales Tax Exempt #	85-8013818682C-8
Billing Terms	Annual			Account Rep	Jacob Bertram
Info Required on Invoice (PO or Job #)					

Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Project Development Scope of Services, the total First Year Fee will be invoiced at contract signing.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Starting in Year 3, each year this Agreement is in effect, a technology investment, not to exceed, 2.5 percent (%) of the total Annual Services costs will be applied.
4. Payment is due 45 days from date of invoice. Pursuant to the Florida Prompt Payment Act, a finance charge of 1 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Page 1 of 4

Agreement Renewal

7. This Agreement shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, CivicPlus will invoice the Client for the next year's Annual Support, Maintenance & Hosting, at which time the Client may pay the invoice and continue services or may provide notice of cancellation. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost as outlined in Exhibit A.
8. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
9. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CivicPlus Basic Redesign and payment of services rendered is due within 15 days of termination.
10. This Agreement may be extended to any municipality in the State of Florida to purchase at Agreement prices in accordance with the terms stated herein.

Ownership & Content Responsibility

11. Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

13. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Venue

18. The venue for any dispute with respect to this Agreement shall be in Broward County, FL. This Agreement shall be governed by the laws of the State of Florida.



Project Overview – 5 Advanced Subsites		
<ul style="list-style-type: none"> Administration separate from parent site Separate template from parent site Separate design elements and color scheme from parent site, including template, banner, colors, style, and graphic elements. Unique graphic buttons Unique URL Unique global navigation <small>NOTE: Simple navigation is developed as part of the design. CivicPlus will develop recommended navigation for an additional fee.</small> Existing and future modules separate from parent site Shared site search (returns results from both sites) Up to 20 pages of content will be developed. Additional development may be purchased 16 hours on-site training 		\$33,600
Project Development Fee		
One Landing Portal Page for Charter School System		
2nd Year Annual Services Fee		
Server storage not to exceed 40GB		

2nd Year and Beyond Annual Services Fee <small>Subject to annual increase (Technology Investment) of 2.5% in year 3 and beyond</small>		\$33,600 X 3 = \$99,000
Annual Services Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Leahy & Day
City of Pembroke Pines Charter Schools

April 27, 2015
Date

Jim Smart
CivicPlus

April 14, 2015
Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And - Mail Two (2) Signed Originals

CivicPlus
302 S. 4th Street, Suite 500
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

APPROVED AS TO LEGAL FORM
Terry L. Johnson
OFFICE OF THE CITY ATTORNEY
DATED: 4/23/15



Exhibit A – Redesign Details

CivicPlus Project Development Services A Subsite for the City of Pembroke Pines

CP Basic Redesign

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will not be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

4/29/2015

Order Details Print

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City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppinies.com

Agenda Number: 2.

File Number: 15-0058	File Type: Purchase	Status: Passed
Version: 0	Reference:	Controlling Body: City Commission
Requester:	Initial Cost: \$ 35,650.00	Introduced: 03/26/2015
File Name: Utilize CivicPlus for Charter School Website		Final Action: 04/15/2015

Title: MOTION TO UTILIZE ICON ENTERPRISES D/B/A CIVICPLUS FOR THE SETUP, CUSTOMIZATION, INSTALLATION AND IMPLEMENTATION OF AN ELECTRONIC COMMUNICATION WEBSITE AND CONTENT MANAGEMENT SYSTEM FOR THE CITY OF PEMBROKE PINES CHARTER SCHOOLS, IN THE BEST INTEREST OF THE CITY ACCORDING TO SECTION 35.18(C)(8) OF THE PROCUREMENT CODE, IN THE AMOUNT OF \$35,650.

Notes:

Attachments: 1. CivicPlus Quote
2. Agenda Item (01-15-2013)

Agenda Date: 04/15/2015

Agenda Number: 2.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	04/15/2015	approve				Pass

Aye: 5 Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner Schwartz and Commissioner Shechter
Nay: 0

SUMMARY EXPLANATION AND BACKGROUND:

1. On August 1, 2012, the City Commission approved the advertisement of RFP # IT-12-01 "Electronic Communication Website Design and Content Management System." The purpose of this project was to provide the City with a Website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system.
2. The solicitation posted on August 9, 2012 and on September 11, 2012 the City opened the following seven (7) sealed proposals:
 - Vision Internet Providers, Inc.

- Taproot Creative
- Icon Enterprise, Inc. d/b/a CivicPlus
- Solodev
- Infinite Computing Systems, Inc.
- Chatter Buzz Media
- Fortuitas

3. The Evaluation Committee unanimously approved recommending the highest ranked vendor, CivicPlus, to the City Commission for award of contract for the City's website.
4. On January 15, 2013, the City Commission approved the recommendation of the Evaluation Committee to award the project RFP # IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprises d/b/a CivicPlus, in the amount of \$98,373.
5. The Technology Services Department is very satisfied with CivicPlus and the new City website and would like to utilize CivicPlus to provide the City's Charter Schools with a Website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system.
6. The Charter Schools currently have a website that is dated, unchanged and lacks modern tools for mobile device use and bi-directional communication.
7. The Charter Schools have utilized Protocol, Inc., a one person consulting firm, to manage their existing website since September 2011. The Charter Schools were paying Protocol, Inc. \$900 per quarter (\$3,600 per year). However, since September 2014, Protocol, Inc. has increased their price to \$700 per month (\$8,400 per year). Even though Protocol, Inc. provides web management which includes adding /removing modules and adding/removing links. The Charter Schools do not have an established agreement or defined terms or upgrades stated in the maintenance services that they are currently paying to Protocol, Inc. Additionally, the Charter Schools currently manages, support and host the Webserver in a low bandwidth environment via a single server attached to a single internet connection at the Academic Village Campus.
8. In addition, the West Campus and Academic Village Campus have created separate websites internally using a paid subscription service called Weebly. Therefore, when users go to the main Charter School website, they are actually transferred to a separate website when they click on the links for the West Campus and Academic Village Campus. These separate websites create a disconnect between the Charter Schools and end users as the navigation, layout and overall branding is lost from the host site.
9. The Charter Schools currently provide access to a variety of services via its website. The following are strategies that will be employed to expand and simplify the delivery of school related services electronically:
 - Strategy 1: Develop a site that meets the expectations of our parents/stakeholders with interactive tools to grow parents' interaction and provide an online path to school resources with use of social media and expanded mobile capability (Smartphone and tablet friendly).

Strategy 2: Create a one-stop point-of-service website module that makes it easy for parents and stakeholders to access services, information, and resources.

Strategy 3: Expand the Charter School's electronic services to include additional online payment options and notifications in a simple to manage system with a support model that mirrors the City's deployment.

Strategy 4: Provide support and consultation services to administrators to help ascertain which services from their respective segments can be delivered electronically.

Strategy 5: Keep the website current with real-time information from internal users by reducing the time it takes to post an update to the website.

10. Following the City's model, CivicPlus will provide an enterprise level content management suite allowing multiple users to update, manage and communicate via the new Charter School website. This ground-up refresh of their website will provide a fully functional website that will be designed specifically for the City of Pembroke Pines Charter Schools and will contain a home page that will link to each of the individual Charter School sites (East Campus, West Campus, Central Campus, FSU Campus and Academic Village) with their own branding. The system will contain 40 website modules/tools including; online payments, SMS texting to mobile devices, and any upgrades provided by the vendor during contact period. One of the biggest advantages is that the annual support includes all of the latest develop for new applications, full support for website security/hosting and a full website refresh every four years while under a maintenance agreement.

11. The Principals have completed multiple demos with CivicPlus and support this direction.

12. The Technology Services Director has met with CivicPlus and has negotiated the cost from an original proposal amount of approximately \$44,000 to a revised amount of \$35,650. In addition, the annual fee for services in Year 2 shall be \$4,975 that is subject to an annual increase of 2.5% in year 3 and beyond. The annual services shall include maintenance cost to include professional support, hosting, upgrades and a full site refresh every 4 years at no additional cost.

13. Administration is requesting Commission to approve utilizing Icon Enterprises d/b/a CivicPlus for the setup, customization, installation and implementation of an electronic communication website and content management system for the City of Pembroke Pines Charter Schools, per Section 35.18(C)(8) *Best interest of the City* and thereby bypassing the competitive proposal requirements.

14. Section 35.18(C)(8) *Best interest of the City* states "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the city. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."

15. Below are the factual findings:

- The City of Pembroke Pines conducted a competitive proposal for RFP # IT-12-01 "Electronic Communication Website Design and Content Management System" for the City's website.
- The Evaluation Committee for RFP # IT-12-01 unanimously approved recommending the highest ranked vendor, CivicPlus, to the City Commission for award of contract for the City's website.
- The services requested for RFP # IT-12-01 are very similar to the scope of work being requested for the City's Charter School's website.
- The Technology Services Department has vetted CivicPlus through the process of implementing the City's website and is very satisfied with CivicPlus.
- The Technology Services Department will see efficiencies by utilizing one service provider for both the City's website and the Charter School's website, allowing one point of contact with the vendor and one streamlined system that could be utilized by many users without the need of learning and managing two whole separate systems.

16. Recommend Commission to approve the utilization of Icon Enterprises d/b/a CivicPlus for the setup, customization, installation and implementation of an electronic communication website and content management system for the City of Pembroke Pines Charter Schools, in the best interest of the City according to Section 35.18(C)(8) of the Procurement Code, in the amount of \$35,650.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT:

- a) Initial Cost:** \$35,650. (This does not take into account the \$8,400 that will be saved annually from migrating away from utilizing Protocol, Inc. along with additional savings from funds that were used by the West Campus and Academic Village Campus to subscribe to Weebly and create their own websites internally.)
- b) Amount budgeted for this item in Account No:** None.
- c) Source of funding for difference, if not fully budgeted:** Upon Commission approval, the following budget adjustment will be made:

To:

\$4,091 - 170-569-5051-550-34995-7300-310 - IT Contractual Services
\$3,755 - 170-569-5051-551-34995-7300-310 - IT Contractual Services
\$3,755 - 170-569-5051-552-34995-7300-310 - IT Contractual Services
\$3,797 - 171-569-5052-553-34995-7300-310 - IT Contractual Services
\$4,043 - 171-569-5052-554-34995-7300-310 - IT Contractual Services
\$12,124 - 172-569-5053-34995-7300-310 - IT Contractual Services
\$4,085 - 173-569-5061-34995-7300-310 - IT Contractual Services

From:

\$4,091 - 170-569-5051-550-45320-7900-320 - Insurance Bond & Premium
\$3,755 - 170-569-5051-551-45320-7900-320 - Insurance Bond & Premium
\$3,755 - 170-569-5051-552-45320-7900-320 - Insurance Bond & Premium

\$3,797 - 171-569-5052-553-45320-7900-320 - Insurance Bond & Premium

\$4,043 - 171-569-5052-554-45320-7900-320 - Insurance Bond & Premium

\$12,124 - 172-569-5053-45320-7900-320 - Insurance Bond & Premium

\$4,085 - 173-569-5061-45320-7900-320 - Insurance Bond & Premium

d) 5 year projection of the operational cost of the project: The maintenance cost for the first year is included in the initial purchase. The maintenance cost in Year 2 is \$995 for each of the five campuses and may increase by 2.5% each year thereafter.

	Year 2014-2015	Year 2015-2016	Year 2016-2017	Year 2017-2018	Year 2018-2019
Revenues	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	\$ 35,650	\$ 4,975	\$ 5,099.38	\$ 5,226.86	\$ 5,357.53
Net Cost	\$(35,650)	\$(4,975)	\$(5,099.38)	\$(5,226.86)	\$(5,357.53)

e) Detail of additional staff requirements: Not applicable.

**Project Development with Optional Redesign**

Organization	The City of Pembroke Pines			URL	http://www.ppinies.com/
Street Address	10100 Pines Boulevard				
Address 2					
City	Pembroke Pines	State	FL	Postal Code	33026
CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Billing Contact	Smita Patel			E-Mail	spatel@ppines.com
Phone	(954) 435-6557	Ext.	876	Fax	(954) 435-6524
Billing Address	10100 Pines Boulevard				
Address 2					
City	Pembroke Pines	ST	FL	Postal Code	33026
Tax ID #	59-0908106			Sales Tax Exempt #	85-8013818682C-8
Billing Terms	Annual			Account Rep	Chris Gladu
Info Required on Invoice (PO or Job #)					
Contract Contact	Mark Gomes			Email	mgomes@ppines.com
Phone	(954) 704-1259	Ext.	457	Fax	(954) 437-1117
Project Contact	Michael Lockett			Email	mlockett@ppines.com
Phone	(954) 435-6517	Ext.	854	Fax	(954) 435-6758

Terms & Conditions**Client Deliverable**

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Pembroke Pines ("Client") that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.



Service & License Agreement for Pembroke Pines, FL

4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. Modules that incur additional usage fees may be purchased and activated at any time.
5. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.

Billing & Payment Terms

6. One-third of the total First Year Fee will be billed upon completion of design; one-third of the total First Year Fee will be billed upon completion of content. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after training has been completed.
7. The Client shall sign a project completion and acceptance form prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
8. Total First Year invoices are due by the first of the following month, but no later than 45 days from invoice date. Project Development will be discontinued if payment is not made within 45 days after the invoice due date.
9. Invoicing for Year 2 Annual Support, Maintenance & Hosting begins one (1) year from contract signing.
10. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
11. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. Pursuant to the Florida Prompt Payment Act, a finance charge of 1 percent (%) per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
13. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS") software.

Agreement Renewal

14. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, CivicPlus will invoice the Client for the next year's Annual Support, Maintenance & Hosting, at which time the Client may pay the invoice and continue services or may provide notice of cancellation. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
15. Either party may terminate the agreement at the end of the contract term by providing the other party with 30 days written notice prior to the contract renewal date.
16. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility.
17. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Support

18. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
19. Support includes providing technical support of the GCMS software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.



Service & License Agreement for Pembroke Pines, FL

20. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
21. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Marketing

22. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
23. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
24. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
25. Client allows CivicPlus to display a "Powered by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

26. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content, as well as the GCMS software.
27. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
28. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS software in any way; (ii) modify or make derivative works based upon the GCMS software; (iii) create Internet "links" to the GCMS software or "frame" or "mirror" any GCMS administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS software, or (c) copy any ideas, features, functions or graphics of the GCMS software.
29. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS software are trademarks of CivicPlus, and no right or license is granted to use them.

Liabilities

30. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
31. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

32. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Venue

33. The venue for any dispute with respect to this Agreement shall be in Broward County, FL. This Agreement shall be governed by the laws of the State of Florida.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

City of Pembroke Pines

Date

CivicPlus

Date

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: SalesCoordinators@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
317 Houston St., Suite E
Manhattan, KS 66502

We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

—Remainder of this page left intentionally blank—

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 1/24/13



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

August 9, 2012

RFP # IT-12-01

REQUEST FOR PROPOSAL

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

"RFP # IT-12-01
Electronic Communication Website Design and Content Management System"

Specifications may be obtained from the City of Pembroke Pines website at the following link:
<http://www.ppines.com/bids/bidsnew.html>

If you have any problems downloading the specifications, please contact the Purchasing Office located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday.

Proposals will be accepted until 2:00 p.m., Tuesday, September 11, 2012, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

Envelopes must be sealed and plainly marked:

"RFP # IT-12-01
Electronic Communication Website Design and Content Management System"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk



August 9, 2012

RFP # IT-12-01

Electronic Communication Website Design and Content Management System

PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as Contractor(s), to provide the Information Technology Department's Technology Services Group with a Website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system.

The information presented within this solicitation represents the City of Pembroke Pines' Technology Services Group research and development regarding this project to date. While the City of Pembroke Pines has envisioned a certain type of architecture noted within this solicitation, the City of Pembroke's recognizes that there may be comparable or possibly better solutions available. Please feel free to offer any opinion and or suggestions that may appear to be out-of-scope, but which may fit with the City of Pembroke Pines' Technology Services Group underlying goals as stated in this RFP.

CURRENT ENVIRONMENT

Below you will find a table that represents a Statistical Analysis of the City of Pembroke Pines' current website, www.ppines.com, over a 30 day period:

Statistical Analysis – Over a 30 days period	
Total Hits	156,915
Average Hits Per Day	5,231
Average Hits Per User	50
Total Data Transferred	0
Average Data Transferred Per Day	0
Average Data Transferred Per Hit	0
Total Users	3133
Average Users Per Day	1047
Total Sessions	4273
Average Sessions Per Day	142
Average Sessions per User	1.36
Total Time Users Spent on Site	12:10:16 (h:m:s)
Average Time Spent Per User	4:22 (m:s)
Average Time Spent Per Sessions	3:12 (m:s)



NON-MANDATORY PRE-BID MEETING

There will be a **NON-MANDATORY PRE-BID** meeting on **Wednesday, August 22, 2012** at **2:45 PM**. The meeting will be held online via WebEx; participants should follow the WebEx instructions listed below:

A. To join the online meeting (Now from mobile devices!)

1. Go to:
<https://eval.webex.com/eval/j.php?ED=200510407&UID=1415040297&PW=NODE0NjMwNjFj&RT=MiMxMQ%3D%3D>
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: **guy2)sit**
4. Click "Join"

To view in other time zones or languages, please click the link:

<https://eval.webex.com/eval/j.php?ED=200510407&UID=1415040297&PW=NODE0NjMwNjFj&ORT=MiMxMQ%3D%3D>

B. To join the audio conference only

1. To receive a call back, provide your phone number when you join the meeting, or call the number below and enter the access code.
2. Call-in toll-free number (US/Canada): **1-866-469-3239**
3. Call-in toll number (US/Canada): **1-650-429-3300**
4. Global call-in numbers:
<https://eval.webex.com/eval/globalcallin.php?serviceType=MC&ED=200510407&tollFree=1>
5. Toll-free dialing restrictions: http://www.webex.com/pdf/tollfree_restrictions.pdf

Access code: **929 575 552**

C. For assistance

1. Go to <https://eval.webex.com/eval/mc>
2. On the left navigation bar, click "Support".

SPECIFICATIONS

The detailed specifications, requirements and services to be provided are stated in the Specification Compliance Form (Attachment J) and attached hereto and made a part hereof.

PROPOSAL PACKAGE

All proposals shall address and be presented as outlined below:



A. TITLE PAGE

List the following:

1. RFP Subject “IT-12-01 Electronic Communication Website Design and Content Management System”
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. TABLE OF CONTENTS

Include a clear identification of the material included in the proposal by page number.

C. LETTER OF INTEREST

Limit to two (2) pages. Include a positive commitment to perform the required work.

D. FIRM EXPERIENCE

Describe the project team, including sub-consultants, and discuss each person’s role and responsibility for the project. Brief resumes should be included for each team member. Project manager should have a minimum of five years experience in executing Web site design, including integrating complex content management systems.

Vendor must have been in the business of providing website design and web content management solutions for government/municipalities or other clients with similar functions and complexity for at least five (5) years.

Vendor must provide a client history to demonstrate that they have designed and developed over 300 websites.

E. REFERENCES

Proposer should describe completed projects that demonstrate creativity in government and/or private sector web site development. Proposer must provide a minimum of five comparable web sites (may include government agencies, private companies, or both) designed and created by the firm. Include the web site address, company/agency contact person, address, and telephone number of a representative for whom the contract was undertaken who can verify satisfactory performance. These companies/agencies may be contacted for references.

F. PROJECT APPROACH

A narrative about the vendor’s proposed methods of meeting the desired features and goals for the City of Pembroke Pines web site redesign. Proposer should critique the existing web site and comment on any additional web site features the proposer believes would be beneficial to the City of Pembroke Pines.



Specific examples of methods used should be included, including references to existing and past work by the vendor which exhibits these methods. The vendor may, at their discretion, include links to web sites and/or a CD/DVD with samples. Although the Evaluation Committee may request demonstrations from vendors, it should not be assumed that the Evaluation Committee will see anything beyond the original proposal contents.

Proposer should also indicate any subcontracted services needed/required to meet the specifications of the proposal or clearly indicate what portion, if any, of the services are not included in the proposal.

G. PROPOSED TIMELINE

Proposal should include a projected timeline for the project, including a breakdown of proposed design and implementation stages and the City of Pembroke Pines' responsibility at each stage. It is anticipated that the project will take about six months to complete and proposals should indicate whether this overall goal is feasible.

H. SOFTWARE LICENSING

The proposal should indicate any third party or additional software required for the implementation of the project. The City of Pembroke Pines can be assumed to have licensing and hardware in place for hosting the web site internally using Windows 2008 Server, ASP.NET and Microsoft SQL Server 2008.

Any other software or licensing necessary for the implementation and continued maintenance of the project must be included, along with separate cost amounts if the vendor is proposing to provide the software. All software provided to the City of Pembroke Pines must be perpetually licensed to the City, including any third party components or utilities. If any software is released in the public domain or under any open source licensing agreement, the licensing must be specified in the proposal.

The City of Pembroke Pines may, at its discretion, provide images, content and other assets related to the design structure and content of the web site. In such case, the City of Pembroke Pines will assume responsibility for the licensing of the material. All other images, assets or content produced or delivered by the vendor must be indemnified as to copyrights and other licensing. All content, source code and intellectual property included in this project will be retained by the City of Pembroke Pines.

I. MAINTENANCE AND SUPPORT

A description of the type of support available and hours available should also be included. The proposal should indicate the ongoing maintenance and support available after the completion of the project. Cost of annual maintenance and support for the first year should be included with the proposal.

J. COST

A detailed breakdown of all costs should be included in the proposal. Training costs should be itemized and broken out by hour, day or other increment and indicate the number of users to be trained. Support and maintenance costs should be itemized and the type and length of



support should be indicated. Maintenance and support for the first year beyond this contract should be quoted as well. Price evaluation of proposals will include evaluation of future and ongoing costs.

K. PROPOSAL FORM

Attached is proposal form (Attachment A) where the vendor will indicate the proposed amounts for completing the work as specified in this agreement. Proposal form shall be signed by the contact person authorized to represent the contractor.

L. SERVICE LEVEL AGREEMENT

Proposers shall be able to produce a Service Level Agreement that includes details on guarantees of customer support, service escalation process, upgrades and the dedicated process for improving the software purchased by the City of Pembroke Pines.

M. STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS

7. City of Pembroke Pines Vendor Information Form and a W-9 (Attachment B).
8. Non-Collusive Affidavit (Attachment C).
9. Sworn Statement on Public Entity Crimes Form (Attachment D).
10. Proposer's Completed Qualification Statement (Attachment E).
11. Local Vendor Preference Certification, if applicable (Attachment F).
12. Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment G).
13. Specification Compliance Form (Attachment I)

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
2. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will then evaluate all proposer qualifications, references, and technical submittals as contained in the proposal based on the following criteria:
 - **Experience and Ability (35 points):** The relative ability and experience of all professionals proposed for use on the team in the planning, design and administration of the project, and the abilities and qualifications of the proposed staff as related to the project's specific requirements and their ability to accomplish the project. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and



complexity and project delivery, including projects completed for listed references of similar municipal entities that have more than 100,000 residents.

- **Project Approach and Proposed Time Line (35 points):** The understanding that the applicant demonstrates as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project. The proposers' approach to the project will be evaluated along with their proposed time line to complete the project.
- **Cost (25 points):** Price evaluation of proposals will include evaluation of future and ongoing costs for the proposed services; not limited to training costs, software licensing cost, maintenance and support cost.
- **Local Vendor Preference (5 points):** The preference is used to evaluate the submittals received from proposers are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form.

3. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
4. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 9, 2012
Non-Mandatory Pre-Bid Meeting	2:45 p.m., August 22, 2012
Question Due Date	August 30, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 4, 2012
Proposals will be accepted until	2:00 p.m., September 11, 2012
Proposals will be opened at	2:30 p.m., September 11, 2012
Evaluation of Proposals by Staff	TBD



Recommendation of Contractor to City Commission award	TBD
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SUBMISSION REQUIREMENTS

To respond to the Request for Proposals, applicants shall submit one original, five paper copies and two electronic copies (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, **on or before 2:00 p.m. on Tuesday, September 11, 2012**, to the:

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

The submittal must be clearly marked **“RFP # IT-12-01 Electronic Communication Website Design and Content Management System”**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL 33026.

Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.



All Proposals received from Proposers in response to the Request for Proposals will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

- 1. EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the



Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **INTERPRETATIONS AND ADDENDA:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager by **Thursday, August 30, 2012**. Questions received after **Thursday, August 30, 2012** shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.
3. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to CITY as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within ten (10) calendar days following the award by the City Commission.
4. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.
5. **ENVIRONMENTAL REGULATIONS:** CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.



6. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES: The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

7. INDEMNIFICATION:

A) GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

B) PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

8. CONTRACT TIME: By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

9. LIQUIDATED DAMAGES FOR BREACH OF CONTRACT: The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the CITY in the amount of One Hundred (\$100) dollars for each and every calendar day the completion of the work is



delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. CITY shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.

10. CONTRACT RELATED TO SERVICES: A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract (Attachment H).

ATTACHMENTS

- Attachment A: Proposal Form
- Attachment B: Vendor Information Form and a W-9
- Attachment C: Non-Collusive Affidavit
- Attachment D: Sworn Statement on Public Entity Crimes Form
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Local Vendor Preference Certification
- Attachment G: Sample Insurance Certificate
- Attachment H: Specimen Contract/Agreement
- Attachment I: Specification Compliance Form

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Christina Sorensen, Purchasing Manager at purchasing@ppines.com.



**CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. DELIVERY POINT:

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. BRAND NAMES:

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation



and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

6. **QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. **SIGNATURE REQUIRED:**

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. **FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.**

8. **ACCEPTANCE OF MATERIAL:**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. **VARIATIONS TO SPECIFICATIONS:**

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. **DELIVERY:**

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. **DEFAULT PROVISION:**

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. **PRICING:**



Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further



reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alterations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.



23. LOCAL GOVERNMENT PROMPT PAYMENT ACT:

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. TAX SAVER PROGRAM:

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

25. PUBLIC ENTITY CRIMES:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

26. OWNER’S CONTINGENCY:

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an “Owner’s Contingency”. This contingency or allowance authorizes the City to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner’s Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner’s Contingency without the expressed prior approval of the City’s authorized representative. Any Owner’s Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City’s authorized representative.

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD



INSURANCE REQUIREMENTS

The Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Please note that Sexual Abuse may not be excluded from any policy.



REQUIRED INSURANCE

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the City**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

2. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his Subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

3. COMPREHENSIVE AUTO LIABILITY INSURANCE covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hire Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000



4. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on all General Liability Policies
2. Waiver of all Rights of Subrogation against the City
3. 30 Day Notice of Cancellation or Non-Renewal to the City
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



Company Name: _____

PROPOSAL FORM**RFP #: IT-12-01****DATE: September 11, 2012**

TO: CITY OF PEMBROKE PINES
 10100 PINES BOULEVARD
 PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “Request for Proposals” dated **August 9, 2012** titled
“Electronic Communication Website Design and Content Management System” attached
 hereto as a part hereof the undersigned proposes the following:

1) Cost to provide a Website and Content
 Management System including all software and
 related services for the setup, customization,
 installation, training, implementation and the
 initial year of maintenance of the system, as
 specified in the RFP.

\$ _____

2) Cost of annual maintenance and support after
 the first year of service.

\$ _____ / per year

3) These prices are valid for _____ calendar days after the bid has been opened.
 Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it
 will take to complete the overall project.

_____ business days

Proposal Checklist

Is there at least one original and five copies of the proposal
 submitted within this package? Yes _____ Initial _____

Is there two electronic copies of the proposal submitted within this
 package? Yes _____ Initial _____

Are completed Attachments A, B, C, D, E, & I included in this
 package? Yes _____ Initial _____

*City of Pembroke Pines*

Company Name: _____

Please confirm receipt of addenda:

I received Addendum # _____ Dated _____ Initial _____

I received Addendum # _____ Dated _____ Initial _____

I received Addendum # _____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
QHleg'qhlvj g'Eks'Engt m
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

Corporation
 Sole Proprietorship/Individual
 Partnership
 Health Care Service Provider
 LLC – C (C corporation) – S (S corporation) – P (partnership)
 Other (Specify):

Federal ID Number:

Social Security No.:

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Form **W-9**(Rev. January 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ►	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

Neither the said BIDDER 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 BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid 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 BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, 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 Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires:



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) 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. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
3. 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. 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 Cityship by one person of shares constituting a controlling interest



City of Pembroke Pines

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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Bidder's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**PROPOSER'S QUALIFICATIONS STATEMENT**

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

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

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:

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)

*City of Pembroke Pines*

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.

At what address was that business located?

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

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

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



City of Pembroke Pines

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).

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.

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).

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.



City of Pembroke Pines

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.

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.

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.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

*City of Pembroke Pines*

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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.

By _____
(Signature)



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE**Companies providing coverage****COVERS**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Must Include General Liability			MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	policy <input type="checkbox"/> project <input type="checkbox"/> loc					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
SCHEDULED AUTOS						
Hired AUTOS						
NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY					
	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
DEDUCTIBLE				AGGREGATE	\$	
RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
Certificate must contain wording similar to what appears below						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines FL 33026		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
		MAIL <u>30</u> DAYS WRITTEN LEFT.
City Must Be Named as Certificate Holder		AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2011, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME], a company authorized to do business in the State of Florida, with a business address of [VENDOR ADDRESS], hereinafter referred to as "CONTRACTOR".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On [DATE], the CITY advertised its notice to bidders of the CITY's desire to hire a firm to [DESCRIPTION OF PROJECT] as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On [DATE], the bids were opened at the offices of the City Clerk.

1.3 On [DATE], the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.



ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **[BRIEF EXPLANATION OF PROJECT]**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **[BID NUMBER]**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **[DESCRIPTION OF PROJECT]**, as more specifically described in Exhibit A.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3 **TERM AND TERMINATION**



3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on _____ and ending on _____.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED **[WRITTEN AMOUNT]** DOLLARS (\$**[NUMERICAL AMOUNT]**), which includes an owner's contingency fee of **[WRITTEN AMOUNT]** DOLLARS (\$**[NUMERICAL AMOUNT]**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation



accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7 **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **INSURANCE**

8.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000

B.	Property Damage	
1.	Each Occurrence	1,000,000



2.	Annual Aggregate	1,000,000
C.	Personal Injury Annual Aggregate	1,000,000
D.	Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.	
E.	Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.	

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
		\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A.	Bodily Injury	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
B.	Property Damage	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

8.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



8.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 9 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10 **INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11 **UNCONTROLLABLE FORCES**



11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 **AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13 **VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14 **SIGNATORY AUTHORITY**

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15 **MERGER; AMENDMENT**

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and



CITY with the same formality and equal dignity herewith.

ARTICLE 16 **DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17 **BANKRUPTCY**



17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18 **DISPUTE RESOLUTION**

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **MISCELLANEOUS**

19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the



rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 Assignments; Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, Florida 33025 Telephone No. (954) 431-4884 Facsimile No. (954) 437-1149
------	--



Copy To: Samuel S. Goren, City Attorney
 Goren, Cheroft, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4900
 Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
 [VENDOR ADDRESS]
 [VENDOR CITY, STATE, & ZIP CODE]
 Telephone No. _____
 Facsimile No. _____

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.



19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

BY:

JUDITH A. NEUGENT,
CITY CLERK

CHARLES F. DODGE CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

Print Name

Print Name

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20____.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

_____, who is a representative of
(Printed name of Contractor's representative)

(Contractor's Company) PERSONALLY came and appeared

before me and affirms that they have completed the mandatory site visit on this the

____ day of _____, 20____ as required by:

Solicitation #: _____

Solicitation Title: _____

(Contractor Representative's Printed Name)

(City Representative's Printed Name)

(Contractor Representative's Signature)

(City Representative's Signature)

(Contractor's Company)

(City Representative's Department)

(Contractor's Phone Number)

(City Representative's Phone Number)

(Date)

(Date)



Company Name: _____

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Company Name: _____

SPECIFICATIONS

The City will not accept substitutions to the specifications listed below. Proposers should show what is offered including any deviations from the description and specifications. The product offered by the bidder must on an overall basis be equal or greater in quality or performance than the bid specifications. The City of Pembroke Pines reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection.

Development and Technical Requirements

1.0 Website Objectives

There are a number of primary objectives to be accomplished by the development of a new website, both focused externally on website visitors and internally on website administrators. Aside from specific functionality, the website should meet the following overarching goals:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
1.01	Provide accurate, current, comprehensive information to City of Pembroke Pines audiences, in a visually appealing, user-friendly way.			
1.02	Make it easier for audiences to interact with the City of Pembroke Pines.			
1.03	Move transactions online, for citizens and businesses to provide convenience for users and convenience and efficiency for the City of Pembroke Pines.			
1.04	Provide round-the-clock access to City of Pembroke Pines information and transactions.			
1.05	Reduce City of Pembroke Pines staff time to handle routine inquiries.			
1.06	Market and showcase the City of Pembroke Pines.			
1.07	Comply with Section 508 of the Rehabilitation Act of 1973 in all areas.			
1.08	Offer a variety of communication methods to keep audiences up-to-date, including e-mail notifications, SMS text messages, RSS feeds and Gov 2.0 interaction.			
1.09	Allow audiences to create on-site profiles aimed at increasing participation and interactivity.			
1.10	Promote the use of on-site media through photo, audio and video posting methods that encourage user viewing and, when appropriate, feedback and interaction.			
1.11	Simplify website administration, allowing users of all skill			



Company Name: _____

	levels the opportunity and means to update assigned sections of the website.			
1.12	Enable site administrators to interact with a larger community of software users in order to develop best-practices and share general information.			
1.13	Build upon proven and accepted website development standards while maintaining the flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.			

2.0 Audience and Site Structure

The website may contain information pertaining to a variety of different audiences; the navigational architecture of the site should therefore take those audiences into consideration, making structure, City of Pembroke Pines and ease-of-navigation among the top priorities in a website content migration and development process. Audiences served by the City of Pembroke Pines' website include:

- a) Community commissions, boards and councils
- b) Internal and external municipal committees
- c) Community or area employees
- d) Community residents
- e) Residents or visitors seeking employment
- f) Potential visitors and tourists
- g) Area Chambers of Commerce
- h) Area Conference and Visitors Bureaus
- i) Local business clientele
- j) Local and regional businesses
- k) Vendors doing business or seeking business with the community
- l) Area School Districts
- m) Local or regional press / media
- n) Community activists
- o) Students

3.0 Experience and Development Criteria

Preference will be given to vendors with experience developing municipal government websites, with special attention given to vendors' breadth of experience, number of references, years of experience and expertise of staff. Additional development criteria include:



Company Name: _____

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
3.01	The website will be developed through the cooperation of City of Pembroke Pines and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employment of the vendor.			
3.02	Vendor will supply a team of development professionals to supplement the development process led by the project's manager. This team should include staff members skilled in municipal website navigation, architecture, and design along with support and training of the content management system.			
3.03	Vendor shall have a proven development process and flexible timeline structure that favors the availability and time commitment of the City of Pembroke Pines. Vendors should be prepared to share details of their development timelines and processes in proposals submitted to City of Pembroke Pines.			
3.04	The content management software must be a proven platform for website development and municipal website architecture. Development that is requested and approved by City of Pembroke Pines should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and City of Pembroke Pines in an iterative process.			
3.05	For ease of communication and project development, preference will be given to vendors utilizing their own development staff rather than subcontracting pieces of the project development to additional vendors. Subcontractors or vendor-utilized third-party developers who assist in part or in whole in the development of the website or continuing services shall be fully disclosed in any development proposal.			

4.0 Design Guidelines and Qualifications

The visitor-facing design of the website should be welcoming, attractive and created by a member or members of the vendor's professional design staff. The final version of the design should be a collaborative effort between City of Pembroke Pines and the vendor, incorporating elements that effectively represent the brand and image desired by the City of Pembroke Pines through a consultative development process. Specific design guidelines and qualifications include:



Company Name: _____

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
4.01	As a part of standard website project development, the vendor shall develop an original design for City of Pembroke Pines and, over a period of time during the development of the website, consult with key members of City of Pembroke Pines' website committee to make revisions and alterations to the vendor's original design submission.			
4.02	Website design must be visually appealing, incorporating the City of Pembroke Pines colors and logo where appropriate.			
4.03	Vendor should be able to provide design elements utilizing stock photography in the event that representative photography of City of Pembroke Pines is unavailable.			
4.04	Design elements should include photographs that are easily updated.			
4.05	Website design must remain consist throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by City of Pembroke Pines.			
4.06	Vendor must have the capability to provide original designs for sub-sites associated with the primary site within the framework of the primary project development period.			
4.07	Design should be compatible with the City of Pembroke Pines branding program.			
4.08	The final version of the website should be easily identified as the Official Site of the City of Pembroke Pines.			
4.09	No advertisements, or pay-per-placement graphics, icons, or elements, will be allowed on the website.			
4.10	Website design and associated elements should comply with Section 508 of the Rehabilitation Act of 1973.			
4.11	Ownership of the website design and all content should be transferred to the City of Pembroke Pines upon completion of the project.			

Website Content Management Guidelines, System Features and Applications

The vendor's Content Management System (CMS) should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update their new website. The content management system may feature plug-in applications or modules that enhance the



Company Name: _____

functionality of the website, though core features of the CMS should center around; ease-of-use, flexibility and an established information architecture and hosting environment for ongoing stability.

5.0 Non-Technical Content Contributors

The system must allow non-technical content contributors the following abilities:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
5.01	A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system			
5.02	Quick and easy access to add and update calendar listings, with editing methods available through a direct, front-end interface or a robust back-end interface			
5.03	Content publishers should be able to add and update menu items if assigned the appropriate permission level			
5.04	The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site			
5.05	Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content			
5.06	The CMS must have a rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles			
5.07	Content contributors must have the option to use pre-created page templates to assist in the formatting and development of new content			
5.08	Content contributors must have the option to share templates with and use templates from a wider community pool which shares best-practice page development			
5.09	Users who wish to add simple links – either internal or external – should be provided with an option to do so through an automatic hyperlinking option			
5.10	Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, shall feature delayed posting and automatic expiration abilities			
5.11	Notification of expiration of site content shall be received			



Company Name: _____

	by content owners through notifications available via an in-CMS action center, a dashboard administrative display and e-mail notifications			
5.12	All published content on the website shall be automatically archived and retrievable at any time without having to refer to backup tapes			
5.13	The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information			
5.14	Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums			
5.15	Trained content creators of the content management system shall have access to live support via e-mail or phone during vendor's normal business hours			

6.0 Advanced Administrative Users

The system shall also include the following features for use by advanced administrative users:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
6.01	Administrators shall have the ability to add, edit, update and move menu items, affecting the overall site structure			
6.02	Reports detailing broken links on the website, including the referring page location so that links can be corrected			
6.03	A report detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken. All history shall be exportable			
6.04	A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful			
6.05	Feature area control on website pages, including the			



Company Name: _____

	ability to add featured areas and assign content to those areas			
6.06	Higher-level users shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories, as well			
6.07	A method by which administrators can create friendly URLs			
6.08	Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site			
6.09	Access to site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported			
6.10	The ability to manage administrative access to the site through a non-separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS			
6.11	The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added			
6.12	Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums			
6.13	Designated administrators shall have round-the-clock access to live support via phone for emergencies			

In order to offer the most effective and applicable website possible to City of Pembroke Pines' intended audiences, the vendor's website content management system shall feature a full suite of functionality and applications designed for effective information-sharing for website content contributors and administrators, and interactive features for site visitors. Deliverables that are included as a standard part of the website content management system shall include:

7.0 System Administration Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
7.01	Page creation ability featuring the following page and			



Company Name: _____

	section creation options: <ul style="list-style-type: none"> • Dynamic Online Editor (Rich Text Editor) • Pre-created section templates • Community-created page templates • Dynamic link creation • HTML upload ability 		
7.02	Ability to add and edit banners to specified areas of the website		
7.03	Capability to administer branch sites associated with the primary site		
7.04	Site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported		
7.05	An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page and presenting the information in a graphical representation		
7.06	If necessary, one or more Secure Sockets Layer (SSL) certificates to encrypt data contained in site transmissions		
7.07	A password-protected area of the website, available only to those users approved to access secure content		
7.08	A report detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken		
7.09	All published content on the website shall be automatically archived and retrievable at any time		
7.10	Ability to convert documents to PDFs via an included PDF conversion method		
7.11	Assignment of multiple content records to a single link, allowing content to rotate		
7.12	Assignment of multiple banners to a single page, allowing banners to rotate		
7.13	Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, shall feature delayed posting and automatic expiration abilities		
7.14	Included spell-check functionality		
7.15	A non-separable user permission system with multiple levels of rights that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS		
7.16	A non-separable group permission system, that allows		



Company Name: _____

	permission levels to be attributed to groups to which users can be added			
7.17	A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site			
7.18	An infinite page structure system that allows the addition of an unlimited number of pages by the City of Pembroke Pines			
7.19	An infinite menu level system that allows the addition of an unlimited number of menu levels by the City of Pembroke Pines			
7.20	An administrative dashboard with a customizable interface that displays critical shortcuts, on-site items that require attention, workflow management, recent activity logs and an internal messaging system that displays administrative messages and updated information			

8.0 Modular Applications and System Functionality

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
8.01	A document repository specifically designed for agendas, minutes and other historical documents, with built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display			
8.02	A document repository specifically designed for contract management, with built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display			
8.03	Bid posting functionality through an application specifically designed to display bids for multiple departments with filtering options by status <ul style="list-style-type: none"> Ability for site visitors to subscribe to updates from individual bid categories through HTML e-mail, plain-text e-mail or SMS text messages 			
8.04	An integrated blog module with options for multiple blog categories and user comments			
8.05	An easily searchable business and resource directory with the ability to display basic resource information, photos and links to additional material, which includes integrations with mapping search engines			
8.06	An event calendar application that allows an unlimited number of calendar categories or types to be added to the			



Company Name: _____

	<p>site, with an unlimited number of items allowed to be added within each individual category</p> <ul style="list-style-type: none"> • Calendar events shall be able to be set up as single events or recurring events, with options for daily, weekly, monthly or annual recurrences • Calendar events with associated addresses shall be automatically mapped to at least one web-based mapping site • Calendar events shall provide space for full descriptions including the ability to post images, tables and video within the description • The site visitor shall be able to view calendars by a list of events, a week view or a month view • Calendars shall be filterable by category, a start date and an end date, with the ability to search for keywords • Each calendar category shall, if desired, post events automatically to an RSS feed; the category feeds shall be available individually or collectively • The full on-site calendar and individual calendar categories shall produce an associated iCal feed that can be imported into major calendar applications (both desktop and web-based); individual calendar events shall produce an associated iCal file for the single event • Ability for site visitors to subscribe to updates from individual calendar categories through HTML e-mail, plain-text e-mail, SMS text messages, RSS feeds and to view calendar updates through popular social-networking applications 		
8.07	An on-site document storage application with unlimited levels of folders, providing centralized storage of any type of file		
8.08	Easily visible and changeable emergency alert notifications that link to critical on-site information		
8.09	An expanded resource and information directory built specifically for public facilities, with an included method to request reservations		
8.10	A Frequently Asked Questions (FAQ) application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category		
8.11	A free-form “spotlight” widget with unlimited categories		



Company Name: _____

	that encourages additions of hyperlinks, images, videos and other content in multiple structural areas of the site			
8.12	<p>An online form development tool for the City of Pembroke Pines to develop interactive forms</p> <ul style="list-style-type: none"> • Ability to have unlimited categories of forms, with an unlimited number of forms in each category • Method by which form data is stored in a database and can be exported in a usable format from the content management system • Capability to merge forms with other applications of the content management system, such as a citizen request management system or e-payment system • Ability to customize forms for request management purposes and tie directly into associated request-management tools • Ability to customize forms to accept and process payment through integrated e-commerce functionality without the need to connect to a third-party software source • Build-out of forms should be able to be completed through the use of drag-and-drop functionality of fields and sets of fields 			
8.13	Job posting functionality through an application specifically designed to display jobs for multiple departments with filtering options by status			
8.14	Ability for site visitors to subscribe to updates from individual job categories through HTML e-mail, plain-text e-mail or SMS text messages			
8.15	<p>A central video repository for the posting and display of video; within the media center, vendor shall allow the creation of an unlimited number of channels</p> <ul style="list-style-type: none"> • Ability to upload multiple videos to quickly create and publish entire video channels to the website • Ability to feature one or more videos on the primary media center portion of the website • Allow site visitors to “like” popular videos and the inclusion of a “People’s Choice” area of the media center • Ability to quickly edit videos and channels from the public-facing portion of the website • Ability to broadcast live video through a connection between the CMS’ media functionality 			



Company Name: _____

	and a variety of video-capture devices			
8.16	<p>A news and announcements application that allows an unlimited number of news categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category</p> <ul style="list-style-type: none"> Ability to feature news and announcements on individual pages and in multiple structural areas of the site News items can easily be associated with images Each news category shall, if desired, post events automatically to an RSS feed; the category feeds shall be available individually or collectively Ability for site visitors to subscribe to updates from individual news categories through HTML e-mail, plain-text e-mail, SMS text messages, RSS feeds and to view news updates through popular social-networking applications 			
8.17	<p>Subscription functionality that allows site visitors to subscribe to one or more on-site topics and receive updates through an e-mail; subscription application may contain an unlimited amount of categories and has the ability to deliver an unlimited amount of correspondence</p> <ul style="list-style-type: none"> Ability to create professional HTML newsletters through the subscription service and deliver to an unlimited number of subscribers Subscription ability tied into multiple other pieces of the content management system including calendars and news applications A double opt-in security system that prompts subscribers to confirm subscriptions and reduces the number of non-functioning e-mail addresses in the system No visible use of the CAPTCHA system Ability to select delivery via plain-text or HTML e-mails Ability to select delivery through SMS text messages 			
8.18	An online job application system that allows site visitors to create an online profile with employment and background information, upload supporting documentation and apply for jobs posted in the job-posting application			
8.19	Ability to create opinion polls			



Company Name: _____

8.20	<p>A central photo and image repository for the posting and display of images; within the gallery, vendor shall allow the creation of an unlimited number of categories</p> <ul style="list-style-type: none"> • Ability to upload multiple photos to quickly create and publish entire photo albums to the website • Each album shall feature multiple views, including full album views, individual image views and an integrated slideshow function • Ability to feature one or more photos on the primary photo gallery portion of the website • Allow site visitors to “like” popular photos and the inclusion of a “People’s Choice” area of the gallery • Allow site visitors to submit their own photos for inclusion in the photo gallery • Allow site visitors to create on-the-fly postcards from any photo gallery upload and deliver, via an integrated messaging system, to an e-mail address of their choice • Ability to quickly edit photos and albums from the public-facing portion of the website • Ability to make images in a single album or throughout the entire gallery copyright protected and unable to be right-clicked for downloading or copying purposes • Ability to assign default credit to images within an album, or to give individual credit on individual images 		
8.21	<p>An application designed to display links to other pages within the website or external pages on other websites, with the ability to feature these links on individual pages and in multiple structural areas of the site; application may have unlimited categories and an unlimited number of links within each category</p>		
8.22	<p>A citizen request management tool that allows users to log complaints or requests with City of Pembroke Pines and interact with City of Pembroke Pines in order to resolve requests</p> <ul style="list-style-type: none"> • Capacity for unlimited request categories and unlimited request forms • An online profile builder that allows users to create a personal on-site presence for the purpose of returning to the site to read responses from City of 		



Company Name: _____

	<p>Pembroke Pines or to request additional services</p> <ul style="list-style-type: none"> • A method by which City of Pembroke Pines staff can view and respond to user requests • Ability to add comments, files and images to an individual request history • Ability to create form letters associated with responses to requests • Ability to create work orders associated with requests • Ability to tie similar requests together for single, uniform responses to multiple users • Management methods to allow requests to be closed and reopened • Rules and alerts to escalate requests to other parts of City of Pembroke Pines in a time frame and to individuals designated by City of Pembroke Pines • Mapping functionality that allows City of Pembroke Pines administrators to view requests by category or by type on an integrated web-based map, with the capacity to filter requests by assignee, status and date • Ability to export request data, with the capacity to filter requests by assignee, status and date • Statistical analysis of data by application, category, request type and assignee 		
8.23	<p>A complete agenda creation application that encompasses the entire process of creating and publishing agendas and minutes to the website. This includes:</p> <ul style="list-style-type: none"> • Creation of agenda items • Customized workflow routing • Agenda building • Automatic user notifications of new agendas and minutes • Ability to create minutes from the completed agenda template 		
8.24	An application that allows City of Pembroke Pines to post and display public real-estate locations, detailing property specifics and contact information for further inquiries		
8.25	A citizen-centric log-in portal that allows users to personalize their website experience by creating and building out a dashboard of the items from the website in which they are most interested. Should use single sign-on functionality, and users should be able to build out custom		



Company Name: _____

	“widgets” for display on their dashboard			
8.26	A staff directory with unlimited levels of departments, sub-departments, divisions and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated methods of e-mail collection			
8.27	Database display ability that imports tabled information and allows City of Pembroke Pines staff to specify and create search fields and filters specific to the database			
8.28	Functionality that simplifies the posting and hyperlinking of documents into on-site content			
8.29	<p>A table-building application designed to create tables in on-site content</p> <ul style="list-style-type: none"> • Full accessibility options provided in an easy-to-use interface that promotes all table-based aspects relating to Section 508 of the Rehabilitation Act of 1973, including specification of heading rows, specification of heading columns, addition of captions, alignment of captions, association of cells with headers and an overall summary of the table • Unlimited columns and rows in created tables • Ability to alter table properties, including border colors, border width, border type, overall table height, overall table width, cell padding, cell spacing, alignment, background colors, importing CSS classes from overall website styles and addition of background images • Ability to alter individual cell properties, including height, width, alignment of in-cell content, background color, importing CSS classes from overall website styles, addition of background images and text-wrapping format 			
8.30	<p>Image management tools for the addition of images to on-site content through web pages and modular elements associated with the content management system</p> <ul style="list-style-type: none"> • Image editing abilities on uploaded images, including the ability to change opacity, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate images, crop images, restore images and save altered images as either a thumbnail or alteration of the original upload or to replace the original 			



Company Name: _____

	<ul style="list-style-type: none"> upload with the altered image Capacity to upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than two (2) megabytes Ability to preview images prior to association with on-site content Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act of 1973, including specification of alternate text and long descriptions 		
8.31	Image mapping tools to create clickable maps or images with multiple hyperlinked points		
8.32	Integrated Flash management		
8.33	Integrated Media management		
8.34	<p>Creation of slideshows using multiple images and common tools found in the image management portion of the website content management system</p> <ul style="list-style-type: none"> Ability to alter the order, speed, transition type, transition duration and layout of on-site slideshows Images shall automatically resize to common and specified dimensions in slideshows 		
8.35	For higher-end users, the capability to view the HTML code of any individual page and directly alter the code as necessary		
8.36	Easy embedding of audio, video, media and social-networking applications with associated embed codes		
8.37	Integration with common social-networking applications such as Facebook and Twitter		
8.38	Ability to allow site visitors to view archived content		
8.39	RSS feeds associated with multiple on-site applications on a category-based level		
8.40	<p>A citizen-sourcing application that allows City of Pembroke Pines to post topics regarding important government initiatives and in turn allows citizens to log in and provide feedback</p> <ul style="list-style-type: none"> Allows users to create a profile and add their own 		



Company Name: _____

	<p>ideas to topics</p> <ul style="list-style-type: none"> • Allows users to log in and add comments and/or vote on other users' ideas • Should display a "leaderboard" of those citizens that are the most active and participatory • Should include a special area for citizen-sourced ideas that are implemented by City of Pembroke Pines • Must include a profanity filter • Must include filters for most popular and newest items for search ability • Must include the ability to flag ideas and/or comments as inappropriate • Allows for ideas that are of particular interest to be tagged as "featured" and placed in a special spotlight area 		
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9.0 Optional Features and Applications

City of Pembroke Pines may desire the addition of optional features and applications, including, but not limited to:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
9.01	Live chat for City of Pembroke Pines staff to interact with site users			
9.02	Accessibility software embedded in the website that offers users access to larger fonts and audible content			
9.03	Display of City of Pembroke Pines GIS maps			
9.04	Agenda management and creation software for automation of City of Pembroke Pines agendas			
9.05	Lightweight Directory Access Protocol (LDAP) integration should be an option			

10.0 Content Management System's Architecture and Hosting Requirements

Vendor's content management system shall be built in a stable and proven code base with a reliable information architecture that is hosted at a dedicated facility maintained by the vendor. Architecture and hosting requirements include:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
10.01	The content management system shall be built in a web			



Company Name: _____

	application framework optimized for the construction of websites, web applications and web services. Preference will be given to vendors operating in ASP.NET due to the framework's promotion of code reuse for robust development and allowance of programmatic changes utilizing a variety of supported .NET languages			
10.02	The content management system must be compatible with major browsers, with the vendor confirming support of the following: <ul style="list-style-type: none"> • Internet Explorer, versions 7 and up • Mozilla Firefox, versions 3.5 and up • Safari, versions 4 and up • Google Chrome 			
10.03	Vendor shall maintain a dedicated hosting facility optimized for website hosting and administration			
10.04	Vendor's hosting facility shall be equipped with redundant power sources, controlled by an automatic transfer switch to ensure activation of backup power source in the event of failure of the primary power source			
10.05	Vendor's hosting facility shall be equipped with redundant internet connections to ensure continuous connectivity; BGP routing shall be used to ensure uptime in the event of failure of one provider, and bandwidth of any individual provider shall be sufficient to maintain site status and connectivity			
10.06	Preference shall be given to vendors that split website management between web servers and SQL database servers in order to optimize load time and efficiency in the hosting environment			
10.07	Vendor shall offer enterprise-level DNS hosting, with options for control of the DNS to be given to either City of Pembroke Pines or the vendor. Vendor shall offer full support for BIND v.9 implementation and maintain multiple DNS appliances for primary and secondary servers			
10.08	The City of Pembroke Pines website and all associated data hosted at vendor's facility shall be backed up daily, collecting the website information from both the web server and SQL database server. Backups should be stored outside of the vendor's hosting facility			
10.09	In all submitted proposals, vendors shall be able to produce for the City of Pembroke Pines a Service Level Agreement that details specifications of the hosting			



Company Name: _____

	facility and associated guarantees			
10.10	Upon request, vendor shall be able to produce for City of Pembroke Pines a disaster-recovery plan that details vendor's contingency plans for site operation in the event of an emergency			

11.0 Ongoing Service and Support

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
11.01	<p>Vendor's content management system, including all features and modular applications associated with the content management system, must have qualified and available support included as a part of ongoing services to maintain the content management system, using guidelines, structures and materials that meet or exceed the following criteria:</p> <ul style="list-style-type: none"> • The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours • The support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules • Designated City of Pembroke Pines points-of-contact shall have round-the-clock access to support for emergency purposes • Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums • An online repository of training videos and certification tests for the purposes of fully training new staff members or retraining existing staff members for proven and documented certification of expertise within the content management system • Preference will be given to vendors that provide support as an unlimited part of ongoing services 			



Company Name: _____

	<p>rather than a pay-per-use system that discourages customer questions and interaction</p> <ul style="list-style-type: none"> • In all submitted proposals, vendors shall be able to produce for City of Pembroke Pines a Service Level Agreement that details guarantees of customer support as well as a service escalation process • Vendor shall provide access to a larger community of software users in order to collaborate, share website management techniques, communicate with vendor staff and browse educational material on technology trends 		
11.02	<p>While website content updates are managed by City of Pembroke Pines through the content management system, vendor must commit to regular maintenance and updating of the content management system and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications. Vendor shall commit to:</p> <ul style="list-style-type: none"> • Rolling upgrades of the solution that strengthen and update the content management system's functionality and associated applications • Regular maintenance of the content management system to improve existing functionality and, when appropriate, take the City of Pembroke Pines' requests into consideration • An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust content management system with additional features and applications • In all submitted proposals, vendors shall be able to produce for the City of Pembroke Pines a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the City of Pembroke Pines. 		
11.03	<p>While the administrative functionality and associated applications of the content management must be continuously maintained and updated by the vendor, as outlined above in section 11.2, the vendor must also provide, as an option, a recurring graphical redesign after every fourth year of continuous service.</p>		

*City of Pembroke Pines*

Company Name: _____

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

September 5, 2012

RFP# IT-12-01

Addendum # 1
City of Pembroke Pines
RFP# IT-12-01
Electronic Communication Website Design and Content Management System

QUESTIONS AND ANSWERS

Question # 1	How many vendors are invited to bid on this project?
Answer	A total five vendors invited to the bidding through formal request; open bidding extended via public posting on city's website.

Question # 2	What is your short list of CMS systems that you are considering?
Answer	We are open to vendor recommendations for Contract Management Suite (CMS).

Question # 3	What is the date for contract award?
Answer	Early October 2012.

Question # 4	What is the budget for this project?
Answer	Budget for the project is undefined at this point.

Question # 5	Do we need Auto Liability insurance?
Answer	No.

Question # 6	Is Professional Liability/E&O insurance a requirement?
Answer	Yes.

Question # 7	Do you require that our insurance name the City as additionally insured during the bidding process or can that happen upon award of contract?
Answer	Upon award of contract.

Question # 8	Do you require any of our resources to work onsite at the City on a regular basis?
Answer	On-site resources highly desired for the discovery, planning, and training segments. All design and developments work can be completed remotely.

Question # 9	Please explain from Page 56: “Move transactions online, for citizens and businesses to provide convenience for users and convenience and efficiency for the City of Pembroke Pines.” What type of specific transactions are you referencing here?
Answer	The City desires to move/migrate existing online tools for payments, information request and data searches to a convenient to find page in the new website navigation.

Question # 10	Is “InkForce” part of the scope of this engagement?
Answer	Yes. Having the InkForce suite (web pages) properly embedded into the City new website suite is highly desirable.

Question # 11	How many internal stakeholders will be involved in the discovery, design and overall decision making process?
Answer	Each of the City’s departments will have an appointed liaison as a stakeholder involved in the discovery, design, and overall decision making process.

Question # 12	How many web servers are used to host the current website? How many database servers?
Answer	1 Web server and 1 Database server

Question # 13	What type of server redundancy will you require for this engagement? Multiple web servers under load balancer? Separate database server from web server?
Answer	Multiple web servers under a load balancer with separate database servers is the preferred platform; using all best practices to ensure website availability and security.

Question # 14	Will you require a separate disaster recovery site?
Answer	Yes.

Question # 15	Which sections of the current website will remain and be redesigned, which sections will be removed?
Answer	The City plans to complete a ground-up rebuild and rebranding of the site to include navigation.

Question # 16	What new sections will be added and what will be the functional requirements for those sections be?
Answer	To be determined.

Question # 17	Page 65: Please explain the following: 8.09 “An expanded resource and information directory built specifically for public facilities, with an included method for reservations”. Is this to reserve picnic areas for parks, recreation rooms for private events etc.?
Answer	Yes.

Question # 18	Page 65: 8.11 Please explain what a “Spotlight” widget is.
Answer	Spotlight allows us to add an overlay to our images which fades or moves on mouse-over. The overlay could be an image or HTML content.

Question # 19	Will videos reside on the web server, YouTube, Vimeo or all of the above?
Answer	Yes, video content not related to the formal City meetings will reside on the web server.

Question # 20	On average, how many emails do you expect to generate on a monthly basis?
Answer	35,000 of e-mail on a monthly basis as an estimate.

Question # 21	To how many users? In other words, what is the average email volume that will be generated on a monthly basis (ie: 10 emails x 3000 user = 30,000 emails)
Answer	See question # 20.

Question # 22	Are there any requirements for mobile, tablet (ie: microsite, responsive design)
Answer	Yes, the desire to provide a mobile offering for tablets, smart devices, and other mobile computer platforms to include tools for a micro site and responsive design.

Question # 23	Staff Directory – will there be any integration with Active Directory?
Answer	Yes.

Question # 24	How much of the existing content from the existing site will need to be migrated?
Answer	To be determined

Question # 25	How much new content will be created vs. migration of existing content?
Answer	To be determined.

Question # 26	Do you require Search Engine Optimization services (SEO) for this engagement?
Answer	Yes.

Question # 27	In Table 6.0., “6.06 Higher-level users shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories, as well” This requirement appears to have been truncated. Please provide the remainder of the requirement.
Answer	6.06 Higher-level users shall have the ability to create content categories with CMS applications and modules and edit the parameters for categories, as well a administration model to managed and review by central gatekeepers.

Question # 28	Are there any requirements to support multiple languages on the site?
Answer	Yes, multiple language support highly desired.

Question # 29	#14. Requests Samples, what kind of samples might be requested?
Answer	Design samples for the City and Public Safety web pages (overall look and navigation)

Question # 30	Agreement the specs request a 2 year contract, our standard contract is 3 years with an option to continue and a free refresh at the end of the optional 4 th year may we bid this?
Answer	Yes.

Question # 31	Attachment I (page 54 of 76 in PDF document) Since the pre-bid meeting wasn't mandatory do we still need to fill this out?
Answer	No.

Question # 32	8.02 A document repository specifically designed for contract management, with built-in filtering abilities, search capabilities specific to the application and a reverse chronological display – Does this need to be separate from 8.01?
Answer	No.

Question # 33	Attachment J is a long table could we get this in Word format? It would be easier to fill in.
Answer	Yes. This attachment will be emailed along with this addendum in Word format

Question # 34	Page 56: Item 1.03 Does the city use an existing provider for accepting online payments like firstdata.com or authorize.net?
Answer	The City uses FIS for the majority of its online payment transactions.

Question # 35	Page 56: Item 1.05 How does the city plan to implement routine inquiries? Using action based forms or FAQ sections?
Answer	Yes, via a searchable FAQ section.

Question # 35	Page 56: Item 1.11 How many user roles does the city anticipate to use on the website?
Answer	A total of five roles.

Question # 36	Whether companies from Outside USA can apply for this? (From India or Canada)
Answer	Yes, Companies outside of the USA can submit and compete for this opportunity. The requirements would include staff with fluent English and all business meetings and communications being conducted during Eastern Standard time between 8 AM and 5 PM.

Question # 37	Whether we need to come over there for meetings?
Answer	All end user training to be performed on-site with awarded vendor staff at the City Pembroke's City Hall.

Question # 38	Can we perform the tasks outside USA? (From India or Canada)
Answer	Yes, design, development tasks can be completed outside of the USA.

Christina Sorensen
 Purchasing Manager
 City of Pembroke Pines



Proposal Form



City of Pembroke Pines

Company Name: Icon Enterprises, Inc.
d/b/a CivicPlus

PROPOSAL FORM

RFP #: IT-12-01

DATE: September 11, 2012

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Request for Proposals" dated August 9, 2012 titled "Electronic Communication Website Design and Content Management System" attached hereto as a part hereof the undersigned proposes the following:

1) Cost to provide a Website and Content Management System including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance of the system, as specified in the RFP.

\$ 98,373

2) Cost of annual maintenance and support after the first year of service.

\$ 11,797 in year 2 / per year

3) These prices are valid for 120 calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

21-26 weeks on average business days

Proposal Checklist

Is there at least one original and five copies of the proposal submitted within this package? Yes Initial SM

Is there two electronic copies of the proposal submitted within this package? Yes Initial SM

Are completed Attachments A, B, C, D, E, & F included in this package? Yes Initial SM



City of Pembroke Pines

Company Name: Icon Enterprises, Inc.
d/b/a CivicPlus

Please confirm receipt of addenda:

I received Addendum # 1 Dated Sept. 5th, 2012 Initial JM

I received Addendum # _____ Dated _____ Initial _____

I received Addendum # _____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT

NAME Jesse Manning

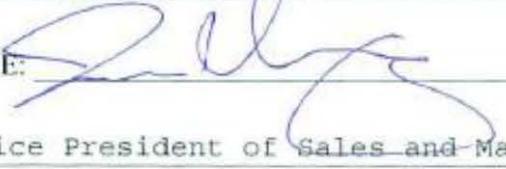
COMPANY Icon Enterprises, Inc. d/b/a CivicPlus

STREET ADDRESS: 317 Houston Street, Suite E

CITY & STATE: Manhattan, KS

ZIP CODE: 66502 TELEPHONE: 888-228-2233

E-MAIL: bids@civicplus.com

SIGNATURE: 

TITLE: Vice President of Sales and Marketing

Summary of Price Proposal

	Civic Plus	Fortuitas	Infinite Computing Systems, Inc.	Pembroke Pines - Solodev		Pembroke Pines, FL - Website Proposal of Vision Internet	Taproot Creative	Chatter Buzz
Contact	Chris Gladu - Regional Sales Mgr 785.323.1505 (phone) 785.587.8951 (fax) gladu@civicplus.com	Jack Kurtz, President 661.295.4670 (phone) 661.453.2020 (fax) jack@fortuitas.com	Amit Kadyan, Sr. Mgr - Bus. Dev. 319.297.7530, ext. 143 (fax) Akadyan@infinite-usa.com	John Marini, Project Manager 407.898.1961 (phone) 407.440.4499 (fax) jmarin@solodev.com		Ashley Fruechting, Senior Acct Exec. 913.708.8233 (phone) 913.273.7743 (fax) ashley@visioninternet.com	Sean Doughtie, President + CEO 850.309.1900 (phone) 850.309.1902 (fax) sean@taprootcreative.com	Ashley Cisneros - CFO 321.236.0083 (phone) 866.390.7188 (fax) ashley@chatterbuzzmedia.com
Length of Time	6 Months	8 Months	7 Months	4 Mths (Option A-Solodev)	4 Mths (Option 2-Elcom)	6 Months	6 Months	?
Quote	\$98,373	\$1,514,601.94	\$127,000	\$112,000	\$124,000	\$59,335	\$88,125 - \$117500	Not stated specifically
Annual Maintenance	\$11,797	\$471,032.40	\$3,600	\$14,400	\$17,200	\$6,000	TBD	\$135,000
Annual maintenance after 1st year of service			Page 52 states amount as \$1,27,000				Range based on need of client	\$10,000
							Based on client request and need	



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 6.

File ID: 12-2344

Type: Purchase

Status: Passed

Version: 0

Agenda
Section:

In Control: City Commission

File Created: 12/17/2012

Short Title: Motion to Award Electronic Communication Website
Design and Content Management System

Final Action: 01/15/2013

Title: MOTION TO APPROVE THE RECOMMENDATION OF THE EVALUATION
COMMITTEE FOR RFP # IT-12-01 "ELECTRONIC COMMUNICATION
WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM" TO AWARD
THE PROJECT TO ICON ENTERPRISES D/B/A CIVICPLUS, IN THE
AMOUNT OF \$98,373.

*Agenda Date: 01/15/2013

Agenda Number: 6.

Internal Notes:

Attachments: 1. Proposal - CivicPlus, 2. RFP # IT-12-01 Website Design and Content Management System, 3. Bid Tabulation, 4. Score Sheet

0	Purchasing Manager	01/02/2013	sent for approval	Information Technology Director
0	Information Technology Director	01/02/2013	approved	Budget
<i>Notes: Completed final review by Information Technology Director and moved to Budget for review.</i>				
0	Budget	01/02/2013	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	01/02/2013	Approved as to Financial Impact Form	City Attorney
0	City Attorney	01/03/2013	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	01/07/2013	sent for approval	Commission Auditor
0	Commission Auditor	01/08/2013	Approved by Commission Auditor	City Manager
0	City Manager	01/09/2013	approved for the agenda	City Clerk
0	City Commission	01/15/2013	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Shechter, Castillo, Commissioner Siple, and Schwartz

Nay: - 0

MOTION TO APPROVE THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR RFP # IT-12-01 "ELECTRONIC COMMUNICATION WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM" TO AWARD THE PROJECT TO ICON ENTERPRISES D/B/A CIVICPLUS, IN THE AMOUNT OF \$98,373.

SUMMARY EXPLANATION AND BACKGROUND:

1. The purpose of this project is to provide the Technology Services Group with a Website and Content Management System including all software and related services for the setup, customization, installation and implementation of the system as specified in the information provided in RFP # IT-12-01 "Electronic Communication Website Design and Content Management System."
2. On August 1, 2012, the City Commission approved the advertisement of RFP # IT-12-01 "Electronic Communication Website Design and Content Management System."
3. The solicitation posted on August 9, 2012 and on September 11, 2012 the City opened the following seven (7) sealed proposals:
 - Vision Internet Providers, Inc.
 - Taproot Creative
 - Icon Enterprise, Inc. d/b/a CivicPlus
 - Solodev
 - Infinite Computing Systems, Inc.
 - Chatter Buzz Media
 - Fortuitas
4. Prior to convening an evaluation committee, the Purchasing Manager reviewed all seven proposals and determined the following:
 - The proposal from Fortuitas, Inc. would not be considered by the Evaluation Committee as the price proposal was approximately 10 times greater than the other proposals received.
 - The proposal from Chatter Buzz will not be considered by the Evaluation Committee as the vendor did not submit all of the required documents and was deemed non-responsive by the Purchasing Manager.
5. On December 11, 2012, the City convened an Evaluation Committee for the purpose of reviewing all requirements of the RFP # IT-12-01 " Electronic Communication Website and Content Management System" and to answer any technical questions from the committee prior to scheduling presentations from the vendors.
6. On December 18, 2012, the Evaluation Committee reconvened to allow each vendor the opportunity to present their proposal to the Evaluation Committee and then have the committee score each of the proposals according to the evaluation criteria provided in RFP and listed

below:

- Experience and Ability 35%
- Project Approach and Proposed Timeline 35%
- Cost 25%
- Local Vendor Preference 5%

7. Prior to the Evaluation Committee meeting, the Purchasing Manager received an email from Taproot Creative stating their withdrawal from RFP # IT-12-01 "Electronic Communication Website Design and Content Management System."

8. As a result of the scoring, the Evaluation Committee unanimously approved recommending the highest ranked vendor, CivicPlus, to the City Commission for award of contract.

9. Request Commission approve the recommendation of the Evaluation Committee to award the project RFP # IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprises d/b/a CivicPlus, in the amount of \$98,373.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT:

- a) Initial Cost:** \$98,373
- b) Amount budgeted for this item in Account No:** \$98,373 budgeted in account # 1-513-2002-34995 - IT Contractual Services.
- c) Source of funding for difference, if not fully budgeted:** Not applicable.
- d) 5 year projection of the operational cost of the project:** Annual maintenance cost increases five percent (5%) each year. The maintenance cost for the first year is included in the initial purchase.

	Year 2012-2013	Year 2013-2014	Year 2014-2015	Year 2015-2016	Year 2016-2017
Revenues	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	\$ 98,373	\$ 11,797	\$ 12,387	\$ 13,006	\$ 13,657
Net Cost	\$(98,373)	\$(11,797)	\$(12,387)	\$(13,006)	\$(13,657)

- e) Detail of additional staff requirements:** Not applicable.