



High School Yearbook Services

Request for Proposals # ED-17-01

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Evaluation of Proposals	Staff	See Section 1.13
Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	January 30, 2017	See Section 1.14
Proposals will be accepted until	2:00 p.m. on February 14, 2017	See Section 1.14
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

Attachment A: Contact Information 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: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Proposer's Qualification Statement

Attachment I: Sample Insurance Certificate

Attachment J: Specimen Contract

Attachment K: Reference Form



SECTION 1 – INSTRUCTIONS

1.1 NOTICE

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

RFP # ED-17-01
High School Yearbook Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 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 and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, February 14, 2017. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 3rd Floor Conference Room located at 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as Vendors(s), to establish a contract to provide an online based yearbook application for the Pembroke Pines Charter High School and to produce and ship 650 copies of the completed yearbook.

Proposals will be considered only from firms that have been engaged in providing yearbook services similar to the services specified herein and who are presently engaged in providing these services. Proposers will be required to demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract. The City of Pembroke Pines will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The City



reserves the right to reject proposals when evidence submitted, on investigation and/or evaluation, is determined by the City to indicate an inability of the bidder to perform.

The City of Pembroke Pines reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organization ability, experience record and equipment.

1.3 TERM

The Initial contract term shall be for the period of one (1) year commencing on or about the date of award by the City. The estimated start date for this contract is March 2017. The contract shall have extension provisions for two (2) renewal periods, consisting of one (1) year each. Any such extension(s) must be approved in writing by both parties to the contract.

1.4 SCOPE OF WORK

The City of Pembroke Pines Charter High School has approximately 1,800 students. The school is located at 17189 Sheridan Street, Pembroke Pines, FL. 33029.

The services required are designed for a vendor to furnish an online yearbook application complete with business tools, marketing tools, design tools, photo sharing properties, instruction material, templates, merchandising supplies, and a single-point of contact customer service representative for the 2017-2018 school year. The service will also include printing and delivering the yearbook per the specifications by the estimated dates listed herein.

The following are detailed specifications and requirements for this Request for Proposals:

1.4.1 Printing

- Program: 800 All Color
- Trim Size: 8.5 x 11
- Pages: 300
- Copies: 650
- Submission Plan: Online
- Cover: 4/C Litho
- Binding: Smythe
- Endsheets: Vibra Choice
- Paper: 8DH Gloss
- Proofs: All

1.4.2 Software/Application

Software must contain the following Design Functions and Features:



- Web-based format. No software to buy, install or upgrade to use and create the yearbook. Ability for staff and students to work from any location with internet access.
- Online design features:
 - Book Setup
 - Index: Setup, Index Template, Generate and place Index
 - Ladder setup
 - Cover Designer
 - Page Design
 - Flip Layout
 - Image Catalog
 - Placing Images and text
 - Index Builder
 - Layout Builder
 - Fonts and Graphics
 - Require at least 350 fonts
 - Samples of Cover Art
 - Art Samples
 - Templates
 - Smart templates to preview existing content in new layouts
 - Navigating Yearbook
 - Portrait flow
 - Custom pages with template
 - PSPA and candid upload
 - Pictures
 - Website must have the ability to allow submission of photos online from parents and students
 - Uploading of photos must have the ability to implement administrative controls
- Software must have support installers to back up the yearbook on a daily basis.
- Administrative Privileges and Features
- Free download of Photoshop Tips and Tricks Files such as:
 - Brush Up
 - Color Splash
 - Focal Point – Gang Up
 - Healing Feeling
 - Keyboard Shortcuts
 - Resource Guide
 - Saving Files
- Online Help Features
 - Virtual Learning
 - Video Tutorials on how to conduct yearbook operations

1.4.3 Website must contain the following Business Function and Features



- Allow customer to order and purchase yearbooks online.
- Allow the customer options to personalize yearbook.
- Ability to set up sales plan
 - Features include setting dates for sale, setting sales goals, adding messages for the yearbook sales online.
- Ability to create packages for selling items online
- Ability to import student data to a customer database.
- Ability to setup and manage ad sales including setting prices for ads, recording sales and payments, and printing receipts.
- Ability to record and track yearbook sales and payments
- Allow for staff to designate special sales for yearbook.

1.4.4 Other miscellaneous features to be included in the website

- Facebook Sneak Peek Application
- Photo enhancing abilities with such as cutout backgrounds and special effects
- Moving pages without cutting and pasting
- Ability to save templates for use in future yearbooks
- Ability to pull templates from previous yearbooks
- Advanced search options for the image library
- Can use CMYK blend or any spot PMS color
- DPI resolution warnings
- Customizable deadline and workflow reminders
- Spell Check
- Unlimited uploads to the image library

1.4.5 Supplemental Products to be provided by vendor

- Wall Ladder
 - Visual hard copy of the Yearbook in Progress
- Yearbook Staff Applications
 - Applications for new students to be part of the yearbook staff
- Manual Organizers/Support Books
 - Software
 - Quick Start Guides
 - Technology Manuals
 - Work the Plan Manuals
 - Business Manuals
 - Licenses
 - Cover Designer Guide
 - Network Administrator's Guide
 - Plug-in Instructions
 - Staff Manuals
 - Sample Theme Lists



- Merchandising Products: Supplies to assist the school with promoting yearbook sales.
 - Ad Sales Support
 - Yearbook Sales Support
 - Yearbook Sales Templates
 - Ad Templates
 - Get Personal Ads Templates
 - Sales Stationary

1.4.6 Customer Support Requirements

- Contractor must provide a representative that will service the account for the entire year and provide a single point of contact for all yearbook staff needs.
- Representative must be experienced in providing customer service to High School yearbook staff.
 - Experience must include journalism, marketing, and advertising.
- Representative must be able to provide workshops on any aspect of the yearbook production and design.
- Representative must frequently visit the school during yearbook classes to provide support.
- Representative must assist in creating a custom marketing plan to increase book and ad sales.
- Representative must be sensitive to the requirements for creating a high school yearbook and must provide friendly support when needed.

1.4.7 Estimated Schedule of Events

Below is a condensed estimated schedule of events to produce the yearbook. This schedule is based on the current events surrounding the production of the yearbook at the Pembroke Pines Charter High School. The schedule could change slightly depending on the vendor awarded the contract. The vendor is expected to assist the yearbook staff in all aspects of this schedule.

March

- Start of contract
- Begin selecting the yearbook students for next year
- Begin theme selection and ladder assembly for yearbook

April

- Finalize yearbook students for next year
- Pinpoint yearbook theme and construct ladder for following year

May

- Meet with next year's yearbook staff to set goals and schedules for the yearbook
- Plan for summer workshops with new yearbook staff



June – July

- Summer Vacation

August

- Hold summer workshops with yearbook staff

September

- Finalizing the theme of the yearbook
- Setting up computers with yearbook applications
- Finalize the ladder
- Assign photographers, layout artists, and writers for the first deadline
- Begin pre-sale of yearbooks

October

- First deadline due – 32 pages

November

- Second and third deadline due - 96 pages

December

- Fourth deadline due – 48 pages
- Pre-sale of yearbooks ends
- All senior dedications and advertising due

January

- Fifth deadline due – 48 pages
- Online sales end January 31st

February

- Sixth and seventh deadline – 78 pages due

March

- Book is complete

April

- Yearbooks arrive
- Disperse and sell yearbooks

1.5 INITIAL PRICING AND PRICE ADJUSTMENT

The proposal form for this RFP is requesting the vendor to propose a lump sum to provide all items and services to create the Pembroke Pines Charter High School Yearbook as outlined in this RFP and to produce 650 copies of the yearbook once complete. The proposal form also includes a section for a la carte pricing for add-on items.



Payments to the vendor shall be broken into three installments. The first installment shall be due on or about November 1. The second installment shall be due on or about March 1st. The third installment and final payment to complete the contract shall be due on or about May 1st.

Vendor must submit invoice for each portion 30 days prior to payment due date.

Upward or downward price adjustments in future years may be approved, providing the adjustments are based on a nationally recognized or published index and negotiations with the City Manager pertaining to future extensions.

1.6 MANNER OF PERFORMANCE

The Vendor(s) shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Vendor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the Charter High School Yearbook Staff.

1.7 PERSONNEL

The successful Vendor(s) shall be responsible for hiring personnel to adequately operate any resulting agreement. This hiring shall conform to all requirements of the Federal, State and local laws relating to minimum wages, Social Security, Civil Right Act of 1964, unemployment compensation, worker's compensation and Health Department. Employees shall observe all applicable rules and regulations.

1.8 BACKGROUND CHECKS

All vendor employees involved in this contract must meet Level 2 screening requirements as required in Florida Statute 435.04 (Level 2 screening standards) and Vendor shall provide the City with an affidavit stating they comply with the statute.

Vendor must notify the City of all changes in personnel within forty-eight (48) hours.

All persons must be approved prior to their assignment to any City facility.

1.9 LICENSE AND TAXES

Vendor is responsible for all applicable licenses and taxes arising out of this agreement or services or sales arising pursuant hereto.

1.10 ASSIGNMENT AND/OR SUB-CONTRACTING

Any resulting agreement may not be assigned without express permission of the City Commission. A listing of all sub-contractors, if any, and the portion of the contract they will perform must be submitted with the proposal. If the sub-contractors are stated, this does not



relieve the Vendor(s) from the prime responsibility for full and complete satisfactory and acceptable performance under any awarded contract.

1.11 SAMPLE YEARBOOKS

During, the evaluation process, the City may request for proposers to submit 3 samples of completed yearbooks for review.

1.12 PROPOSAL REQUIREMENTS

All proposals shall address and be presented as outlined below:

1.12.1 Contact Information Form

Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

- Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- Proposals by corporations should 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 also be shown.
- Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.12.2 Standard Qualifying Data, Forms, and Certifications

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal:

1. City of Pembroke Pines Vendor Information Form and a W-9. (Attachment B)



- i. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Non-Collusive Affidavit (Attachment C)
3. Sworn Statement on Public Entity Crimes Form (Attachment D)
4. Local Vendor Preference Certification, if applicable. (Attachment E)
5. Veteran Owned Small Business Preference Certification (Attachment F)
6. Equal Benefits Certification Form (Attachment G)
7. Proposer's Qualification Statement (Attachment H)

1.12.3 Experience

Provide specific examples of similar contracts delivered by the proposed management team. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. Details should include the following:

1. Attachment K: Reference Form
 - Proposer must include a description of current and previous contracts providing the same or similar services as stated in this Request for Proposals. List governmental agencies and/or private sector. Provide company name and Governmental entities, addresses, contact person, phone number, and dollar value of the contract.
2. Proposer must demonstrate proof of experience in the management and administration of an organization of the magnitude required for the performance of this contract.
3. Proposer must provide samples of completed yearbooks from
4. List of all sub-contractors, if any, and the portion of the contract they will perform.

1.12.4 Financial Stability

Proposer must include a description of the proposer's financial stability to provide equitable service as outlined within this Request for Proposal.

1.12.5 Licenses and Permits

The Proposer must provide copies of all current licenses and permits, whether municipal, county, state or federal required for the performance of its obligations and functions as described in this Request for Proposal.

1.12.6 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.13 EVALUATION OF PROPOSALS & PROCESS OF SELECTION



- A. 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 contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.14 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	January 17, 2017
Question Due Date	January 30, 2017
Anticipated Date of Issuance for the Addenda with Questions and Answers	February 02, 2017
Proposals will be accepted until	2:00 p.m. on February 14, 2017
Proposals will be opened at	2:30 p.m. on February 14, 2017
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.15 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on February 14, 2017**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - 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.

CONTRACTOR shall not commence work under this Agreement 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.

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. Policies shall be issued by companies authorized 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.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are 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 Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. 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. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. 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

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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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. Hired 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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. 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 three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CYBER LIABILITY including Network Security and Privacy Liability** when applicable, with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- G. CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.
- H. BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance



shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

- I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability 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. Any insurance required of the 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 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.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 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.

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

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 question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and 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, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

3.11 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.

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.

3.12 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.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the 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.

In addition, 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.

3.15 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.

3.16 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."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 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.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 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.

3.20 SIGNATURE REQUIRED

All proposals 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.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

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.

3.21 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.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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.

All Proposals received from Proposers in response to the solicitation 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. 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.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 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).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent 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.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

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 in 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.

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.

3.27 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.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

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

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 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.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.