



## AGREEMENT

THIS IS AN AGREEMENT, dated the 17<sup>th</sup> day of APRIL, 2017, 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

**HERFF JONES, LLC**, a company authorized to do business in the State of Florida, with a business address of **4501 West 62 Avenue, Indianapolis, IN 46268**, 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 **January 17, 2017**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm 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** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

#### **RFP # ED-17-01** **"High School Yearbook Services"**

1.2 On **February 14, 2017**, the bids were opened at the offices of the City Clerk.

1.3 On **April 5, 2017**, 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 **Charter High School Yearbook Services**, 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, "**RFP # ED-17-01**", 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 **Yearbook Services**, 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 **April 5, 2017** and ending on **April 4, 2019**.

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 the per unit pricing in "**Exhibit C**", 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**

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## **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 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.

8.2 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.

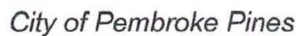
8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be 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.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 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 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.

#### 8.6 REQUIRED INSURANCE

8.6.1 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:



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8.6.5 Sexual Abuse may not be excluded from any policy.

## 8.7 REQUIRED ENDORSEMENTS

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

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 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.

8.8 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.

8.9 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 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.

8.10 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.

## 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**

### **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**





**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC  
RECORDS RELATING TO THIS CONTRACT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**

20.1 **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.

20.2 **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.

20.3 **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.

20.4 **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.

20.5 **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.

**20.6 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, Cherof, 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	<b>Bruce Silverman, Representative</b> <b>Herff Jones, LLC.</b> <b>4501 West 62<sup>nd</sup> Street</b> <b>Indianapolis, IN 46268</b> Telephone No: (954) 987-9994 E-Mail: <a href="mailto:service@yearbookman.cc">service@yearbookman.cc</a>

**20.7 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.

**20.8 Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**20.9 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.





20.10 **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.

20.11 **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.

20.12 **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 constructed 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.

20.13 **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.

20.14 **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.

20.15 **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.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

MARLENE D. GRAHAM,  
CITY CLERK

4/17/17

BY:

Charles F. Dodge  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM.

DAC  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR**

Witnesses:

Mark Gomes  
Mark Gomes  
Print Name

**HERFF JONES, LLC.**

BY:

Bruce Silverman  
Print Name: BRUCE SILVERMAN  
Title: REPRESENTATIVE

Print Name

STATE OF Florida  
COUNTY OF Broward ) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Bruce Silverman as Representative of **HERFF JONES, LLC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **HERFF JONES, LLC.** 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 6<sup>th</sup> day of April, 2017.

Dena Manning  
NOTARY PUBLIC

(Name of Notary)







# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
09/01/2016

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 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).

<b>PRODUCER</b> MARSH USA INC. CHASE TOWER 111 MONUMENT CIRCLE, SUITE 4300 INDIANAPOLIS, IN 46204-2492 Attn: indianapolis.certrequest@marsh.com 101168-Herff-Contr-16-17 Main	<b>CONTACT NAME:</b> <b>PHONE</b> <b>(A/C No. Ext):</b> <b>E-MAIL</b> <b>ADDRESS:</b> <b>FAX</b> <b>(A/C No.):</b>														
<b>INSURED</b> HERFF JONES, LLC 4501 WEST 62ND STREET INDIANAPOLIS, IN 46268	<table border="1"> <thead> <tr> <th data-bbox="790 486 1332 518">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1332 486 1452 518">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="790 518 1332 549">INSURER A : Travelers Property Casualty Company of America</td> <td data-bbox="1332 518 1452 549">26674</td> </tr> <tr> <td data-bbox="790 549 1332 580">INSURER B : N/A</td> <td data-bbox="1332 549 1452 580">N/A</td> </tr> <tr> <td data-bbox="790 580 1332 611">INSURER C :</td> <td data-bbox="1332 580 1452 611"></td> </tr> <tr> <td data-bbox="790 611 1332 642">INSURER D :</td> <td data-bbox="1332 611 1452 642"></td> </tr> <tr> <td data-bbox="790 642 1332 671">INSURER E :</td> <td data-bbox="1332 642 1452 671"></td> </tr> <tr> <td data-bbox="790 671 1332 702">INSURER F :</td> <td data-bbox="1332 671 1452 702"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	26674	INSURER B : N/A	N/A	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

CERTIFICATE NUMBER:

CHI-005466610-15

REVISION NUMBER:6

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 SUBR INSD 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 checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TJGLSA1101L089TIL16	07/30/2016	07/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TJCAP1101L090TIL16	07/30/2016	07/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC2JUB1101L19416 TRJUB1101L20116 (AZ, MA, WI)	07/30/2016	07/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Pembroke Pines is/are included as additional insured (except workers' compensation) where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 10100 Pines Blvd Pembroke Pines, FL 33026	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 of Marsh USA Inc. Shirley Murray <i>Shirley Murray</i>
--	--

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ACORD 25 (2014/01)

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**Contract for ED-17-01 "High School Yearbook Services" with Herff Jones, LLC**  
**Exhibit C - "Pricing"**

Item	Unit	Price	Notes
<b>Online based yearbook application and production of 650 copies of the yearbook</b>	lump sum	\$ 29,997.50	Annual Lumpsum Cost
<b>Cost per additional yearbook</b> (if the final order is greater than 650 copies)	each	\$ 40.00	
<b>Credit per yearbook</b> (if the final order is less than 650 copies)	each	\$ (15.00)	
<b>Cost per additional page</b> (if the final page number is greater than 300 pages)	each	\$ 225.00	
<b>Credit per page</b> (if the final page number is less than 300 pages)	each	\$ (100.00)	
<b>Embossing Lid 1</b>	each	\$ 4.00	
<b>Embossing Lid 2</b>	each	\$ 4.00	
<b>Custom Embossed</b>	each	\$ 4.00	
<b>Embossing Dyes</b>	each	Per Quote	per quote: every die is custom designed differently and as such the pricing is based on the individual design.
<b>Upgraded Material</b>	each	Per Quote	per quote materials can vary in cost when upgrading.
<b>Additional Silkscreens</b>	each	\$ 3.00	
<b>UV Coating</b>	each	\$ 2.50	
<b>Vibracolor Endsheets</b>	each	Per Quote	Base vibra color endsheets are included when not printed on.  Optional endsheet materials are available and price would be per quote.
<b>Gloss Paper Stock</b>	each	Per Quote	80# gloss paper is included with bid.  Optional paper upgrades are available per quote.
<b>Art Time*</b>	hour	\$ 62.50	Art time is per hour





# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 7.

**File ID:** 17-0168

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/21/2017

**Short Title:** Award RFP # ED-17-01 "High School Yearbook  
Services" to Herff Jones, LLC

**Final Action:** 04/05/2017

**Title:** MOTION TO AWARD RFP # ED-17-01 "HIGH SCHOOL YEARBOOK SERVICES" TO THE SOLE BIDDER, HERFF JONES, LLC., FOR AN INITIAL TWO YEAR PERIOD BEGINNING APRIL 5, 2017 THROUGH APRIL 4, 2019, IN THE ANNUAL AMOUNT OF \$29,997.50 PLUS THE COST OF A LA CARTE ITEMS AND TO WAIVE THE COMPLIANCE OF HERFF JONES, LLC. TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES, PURSUANT TO SECTION 35.39(D)(9) OF THE CITY'S PROCUREMENT CODE.

**\*Agenda Date:** 04/05/2017

**Agenda Number:** 7.

#### Internal Notes:

**Attachments:** 1. Draft Agreement, 2. ED-17-01 - Bid Tabulation, 3. Submittal from Herff Jones, LLC., 4. ED-17-01 High School Yearbook Services

1 City Commission 04/05/2017 approve

Pass

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

#### Notes:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Shechter, and  
Commissioner Schwartz  
Nay: - 1 Commissioner Siple

MOTION TO AWARD RFP # ED-17-01 "HIGH SCHOOL YEARBOOK SERVICES" TO THE SOLE BIDDER, HERFF JONES, LLC., FOR AN INITIAL TWO YEAR PERIOD BEGINNING APRIL 5, 2017 THROUGH APRIL 4, 2019, IN THE ANNUAL AMOUNT OF \$29,997.50 PLUS THE COST OF A LA CARTE ITEMS AND TO WAIVE THE COMPLIANCE OF HERFF JONES, LLC. TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES, PURSUANT TO SECTION 35.39(D)(9) OF THE CITY'S PROCUREMENT CODE.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On January 11, 2017, the City Commission authorized the advertisement of RFP # ED-17-01 "High School Yearbook Services", which was advertised on January 17, 2017.
2. The purpose of this solicitation is to seek bids from qualified firms 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.
3. The Charter High School currently utilizes Herff Jones at a base annual cost of \$30,000 and has used approximately \$29,000 annually on a la carte items.
4. On February 14, 2017, the City opened one (1) sealed proposal and one (1) "no bid" from the following vendors:

<b>Vendor Name</b>	<b>Total Cost</b>
Herff Jones, LLC.	\$29,997.50
Acco Brands USA, LLC	No Bid

5. The pricing above was the base price for the cost to provide an on-line based yearbook application for the Charter High School and to produce 650 copies of the completed yearbook per the scope of work outlined in the bid specifications. The proposal also includes several options or a la carte items, including embossing lids, additional silkscreens, UV coating, etc., that can be purchased to further enhance the yearbook. Historically, the High School has incorporated several of these a la carte items in the yearbook.
6. Herff Jones, LLC., submitted all of the requested forms, however they did not check the checkbox on Attachment A to confirm that all costs, including freight, are built in to the unit prices.
7. Per § 35.19 (E)(7) of the City's Procurement Procedures, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager."
8. The Purchasing Manager reached out to Herff Jones, LLC., and Herff Jones, LLC. has confirmed that all costs, including freight, are built in to their unit prices.
9. The Charter High School has reviewed the sole proposal and has deemed Herff Jones, LLC. to be responsive and responsible.



10. In addition, Herff Jones, LLC. has also completed the Equal Benefits Certification Form and has stated that the "Contractor will not comply with the conditions of this section at the time of award."

11. The Purchasing Manager has reached out to Herff Jones, LLC. for clarification, and they stated that they currently provide equal benefits to married couples in both same-sex and opposite-sex marriages, however they do not provide any benefits to domestic partnerships, regardless of if the domestic partnership is between a same-sex or opposite-sex couple.

12. Per § 35.39 (D)(9)(a) of the City's Procurement Procedures, upon a majority vote, the City Commission may waive compliance for City contractors to provide equal benefits for domestic partners and all married couples in various circumstances, including where only one solicitation response is received and the sole bidder does not comply with the requirements of this section.

13. Herff Jones has been the High School yearbook vendor for the past ten years. In that time, the vendor has developed a relationship with the yearbook students and staff. The vendor has also developed a reputation with the entire student body and staff members for producing a quality product. Currently, the High School produces and sells out of 650 copies of the yearbook. In addition to increasing sales over the last ten years, Herff-Jones has implemented several advertising strategies that have produced an increase in senior dedication purchases. The idea of a class contest along with the accessibility of the Herff-Jones on-line purchasing service have also boosted sales. In addition, the E-share service, which allows parents and students to upload photos directly to the school, has made the community feel, even more, a part of the yearbook.

14. The Pembroke Pines Charter High School yearbook is a collection of the memories of the school year and a lasting representation of the Pembroke Pines Charter Schools. Our audience reaches far beyond our students and the book is as much a reflection on our City as it is our school. Students and their families enjoy reflecting on their impactful experiences at PPCHS. In years to come, the yearbook is often the only permanent collection of the school year.

15. The Charter High School recommends the continued use of Herff Jones for the High School yearbook and has also requested to enter into a two year agreement with two (2) additional two year renewal terms.

16. Request Commission to award RFP # ED-17-01 "High School Yearbook Services" to the sole bidder, Herff Jones, LLC. for an initial two year period beginning April 5, 2017 through April 4, 2019, in the annual amount of \$29,997.50 plus the cost of a la carte items and to waive the compliance of Herff Jones, LLC. to provide equal benefits for domestic partners and all married couples pursuant to section 35.39(D)(9) of the City's Procurement Code.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** Approximately \$59,000 annually (\$29,997.50 for the base cost plus a la carte items as needed).

**b) Amount budgeted for this item in Account No:** This is not a budgeted item. The funding

for this expense is collected and deposited in a City deposit account number 172-220545-2220. This is a breakeven function of the High School.

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

**d) 5 year projection of the operational cost of the project:** The contract is for an initial two year period with two (2) additional two year renewal terms. The Charter High School estimates the annual cost to be approximately \$59,000, however since this is a breakeven program, the net cost is \$0.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$59,000	\$59,000	N/A	N/A	N/A
Expenditures	\$59,000	\$59,000	N/A	N/A	N/A
Net Cost	\$0	\$0	N/A	N/A	N/A

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





# 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](http://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](mailto: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](http://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](http://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, 3<sup>rd</sup> 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 1<sup>st</sup>. The third installment and final payment to complete the contract shall be due on or about May 1<sup>st</sup>.

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](http://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](http://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**

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

#### **1.15 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://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](http://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](mailto: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.



## herff jones

Bid Contact **bruce silverman**  
**service@yearbookman.cc**  
**Ph 954-987-9994**

Address **3502 ottawa lane**  
**cooper city, FL 33026**

Supplier Code 226138

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
ED-17-01--01-01	Base Items: Online based yearbook application and production of 650 copies of the yearbook	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> The PDF documents for Herff Jones' bid have been uploaded using the "upload attachment" feature to the right on this item.	<b>First Offer -</b> \$29,997.50	1 / lump sum	<b>\$29,997.50</b>	Y Y
ED-17-01--01-02	Base Items: Cost per additional yearbook (if the final order is greater than 650 copies)	<b>Supplier Product Code:</b>	<b>First Offer -</b> \$40.00	1 / each	<b>\$40.00</b>	Y
ED-17-01--01-03	Base Items: Credit per yearbook (if the final order is less than 650 copies)	<b>Supplier Product Code:</b>	<b>First Offer -</b> (\$15.00)	1 / each	<b>(\$15.00)</b>	Y
ED-17-01--01-04	Base Items: Cost per additional page (if the final page number is	<b>Supplier Product Code:</b>	<b>First Offer -</b> \$225.00	1 / each	<b>\$225.00</b>	Y

greater  
than 300  
pages)

ED-17-01--01-05	Base Items: Credit per page (if the final page number is less than 300 pages)	<b>Supplier Product Code:</b>	<b>First Offer - (\$100.00)</b>	1 / each	<b>(\$100.00)</b>	Y
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Lot Total \$30,147.50

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
ED-17-01--02-01	A La Carte Menu: Embossing Lid 1	<b>Supplier Product Code:</b>	<b>First Offer - \$4.00</b>	1 / each	<b>\$4.00</b>	Y
ED-17-01--02-02	A La Carte Menu: Embossing Lid 2	<b>Supplier Product Code:</b>	<b>First Offer - \$4.00</b>	1 / each	<b>\$4.00</b>	Y
ED-17-01--02-03	A La Carte Menu: Custom Embossed	<b>Supplier Product Code:</b>	<b>First Offer - \$4.00</b>	1 / each	<b>\$4.00</b>	Y
ED-17-01--02-04	A La Carte Menu: Embossing Dyes	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> per quote: every die is custom designed differently and as such the pricing is based on the individual design. (this bid system does not allow for words such as per quote or even \$0 so \$.01 was used, \$.01 is not price) again, this item is per quote.	<b>First Offer - \$0.01</b>	1 / each	<b>\$0.01</b>	Y
ED-17-01--02-05	A La Carte Menu:	<b>Supplier Product Code:</b>	<b>First Offer - \$0.01</b>	1 / each	<b>\$0.01</b>	Y

	Upgraded Material	<b>Supplier</b> <b>Notes:</b> per quote, materials can vary in cost when upgrading. (this bid system does not allow for words per quote or even \$0 so \$.01 was used, \$.01 is not price) again, this item is per quote.				
ED-17-01--02-06	A La Carte Menu: Additional Silkscreens	<b>Supplier</b> <b>Product Code:</b>	<b>First Offer -</b> \$3.00	1 / each	<b>\$3.00</b>	Y
ED-17-01--02-07	A La Carte Menu: UV Coating	<b>Supplier</b> <b>Product Code:</b>	<b>First Offer -</b> \$2.50	1 / each	<b>\$2.50</b>	Y
ED-17-01--02-08	A La Carte Menu: Vibracolor Endsheets	<b>Supplier</b> <b>Product Code:</b> <b>Supplier</b> <b>Notes:</b> base vibra color endsheets are included when not printed on. (this bid system does not allow for word-included or even \$0 so \$.01 was used, \$.01 is not price) optional endsheet materials are available and price would be per quote.	<b>First Offer -</b> \$0.01	1 / each	<b>\$0.01</b>	Y
ED-17-01--02-09	A La Carte Menu: Gloss Paper Stock	<b>Supplier</b> <b>Product Code:</b> <b>Supplier</b> <b>Notes:</b> 80# gloss paper is included with bid. (this bid system does not allow for word-	<b>First Offer -</b> \$0.01	1 / each	<b>\$0.01</b>	Y

included or even  
\$0 so \$.01 was  
used, \$.01 is not  
price)optional  
paper upgrades  
are available per  
quote.

ED-17-01--02-10	A La Carte Menu: Art Time*	<b>Supplier</b> <b>Product Code:</b> <b>Supplier</b> <b>Notes:</b> art time is per hour	<b>First Offer -</b> \$62.50	1 / each	<b>\$62.50</b>	<b>Y</b>
Lot Total					\$80.04	
					Supplier Total	<b>\$30,227.54</b>



herff jones

Item: **Base Items:Online based yearbook application and production of 650 copies of the yearbook**

Attachments

Herff Jones Documents for ED-17-01.PDF



City of Pembroke Pines

**AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.



City of Pembroke Pines

## **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**





City of Pembroke Pines

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**





City of Pembroke Pines

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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.



City of Pembroke Pines

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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 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.

8.2 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.

8.3 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.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 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





City of Pembroke Pines

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.

## 8.6 REQUIRED INSURANCE

8.6.1 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

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.**

8.6.2 Worker's 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.



*City of Pembroke Pines*

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8.6.3 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. 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

8.6.4 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.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 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.

8.8 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.

8.9 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 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.

8.10 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.





City of Pembroke Pines

**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



City of Pembroke Pines

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"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**



*City of Pembroke Pines*

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.

*City of Pembroke Pines*

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 has 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**





City of Pembroke Pines

## **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** **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;



City of Pembroke Pines

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**

20.1 **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.

20.2 **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.



*City of Pembroke Pines*

20.3 **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.

20.4 **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.

20.5 **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.

20.6 **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, Cherof, Doody & Ezrol, P.A.  
                                 3099 East Commercial Boulevard, Suite 200





City of Pembroke Pines

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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. \_\_\_\_\_

20.7 **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.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **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.

20.10 **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.

20.11 **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.

20.12 **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 constructed 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.

20.13 **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.



*City of Pembroke Pines*

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20.14 **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.

20.15 **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**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

\_\_\_\_\_  
MARLENE D. GRAHAM,  
CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM.

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEYCONTRACTOR

Witnesses:

MICHELE GOMMERS

Print Name

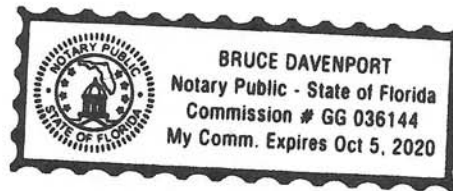
Ethan Silverman

Print Name

STATE OF Florida )COUNTY OF Broward ) ss:

[NAME OF CONTRACTOR]

BY: \_\_\_\_\_

Print Name: BRUCE SILVERMANTitle: REPRESENTATIVE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Bruce Silverman as Agent 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 9<sup>th</sup> day of February, 20 17.

NOTARY PUBLIC

Bruce Davenport

(Name of Notary Typed, Printed or Stamped)



(OFFICE USE ONLY) Vendor number: 

Please complete this vendor information form entirely along with the  
IRS Form W-9, scan and upload it to the [www.bidsync.com](http://www.bidsync.com)

### Vendor Information Form

Operating Name (Payee)	Herff Jones, LLC		
Legal Name (as filed with IRS)	Hercules Achievement, Inc.		
Remit-to Address (For Payments)	4501 West 62nd Street		
	Indianapolis, IN 46268		
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)	2525 Midpoint Drive		
	Edwardsville, KS 66111		
Order-from Contact Name:	Bruce Silverman	Title:	Representative
Email Address:	service@yearbookman.cc		
Phone #:	954-987-9994	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

Federal ID Number: 47-2261493

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☒ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify): 

Name of Applicant / Signature *Kelly C...*

Title of Applicant Vice President of Sales

Date 2-7-17



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
08/01/2016

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 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).

<b>PRODUCER</b> MARSH USA INC. CHASE TOWER 111 MONUMENT CIRCLE, SUITE 4300 INDIANAPOLIS, IN 46204-2492 Attn: Indianapolis.certrequest@marsh.com 101168-Herff-Contr-16-17 Main	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
<b>INSURED</b> HERFF JONES, LLC 4501 WEST 62ND STREET INDIANAPOLIS, IN 46268	<table border="1"> <thead> <tr> <th data-bbox="820 478 1377 506">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1377 478 1507 506">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 506 1377 533">INSURER A: Travelers Property Casualty Company of America</td> <td data-bbox="1377 506 1507 533">25674</td> </tr> <tr> <td data-bbox="820 533 1377 560">INSURER B: N/A</td> <td data-bbox="1377 533 1507 560">N/A</td> </tr> <tr> <td data-bbox="820 560 1377 588">INSURER C:</td> <td data-bbox="1377 560 1507 588"></td> </tr> <tr> <td data-bbox="820 588 1377 615">INSURER D:</td> <td data-bbox="1377 588 1507 615"></td> </tr> <tr> <td data-bbox="820 615 1377 642">INSURER E:</td> <td data-bbox="1377 615 1507 642"></td> </tr> <tr> <td data-bbox="820 642 1377 669">INSURER F:</td> <td data-bbox="1377 642 1507 669"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: N/A	N/A	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: N/A	N/A														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER:

CHI-005466610-15

REVISION NUMBER:6

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL LIABILITY</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TJGLSA1101L089TIL16	07/30/2016	07/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		TJCAP1101L090TIL16	07/30/2016	07/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 500
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	TC2JUB1101L19416 TRJUB1101L20116 (AZ, MA, WI)	07/30/2016 07/30/2016	07/30/2017 07/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Pembroke Pines is/are included as additional insured (except workers' compensation) where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pembroke Pines 10100 Pines Blvd Pembroke Pines, FL 33026	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 of Marsh USA Inc. Shirley Murray <i>Shirley Murray</i>
--	---

ACORD 25 (2014/01)

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# *State of Florida*

## *Department of State*

I certify from the records of this office that HERFF JONES, LLC is an Indiana limited liability company authorized to transact business in the State of Florida, qualified on June 29, 2015.

The document number of this limited liability company is M15000005093.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 26, 2017, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-sixth day of January,  
2017*



*Ken DeFina*  
**Secretary of State**

Tracking Number: CC6478634747

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Form **W-9**  
(Rev. December 2014)  
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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Hercules Achievement, Inc.**

**2** Business name/disregarded entity name, if different from above  
**Herff Jones LLC**

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) **5**  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**4501 W 62nd Street**

**6** City, state, and ZIP code  
**Indianapolis, IN 46268**

**7** List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

OR

**Employer identification number**

4	7	-	2	2	6	1	4	9	3
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** Signature of U.S. person ▶ *Karla Orr* Date ▶ *3/27/15*

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Supplier: **herff jones**



City of Pembroke Pines

Attachment A

### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “RFP # ED-17-01” dated **January 17, 2017** titled “**High School Yearbook Services**” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://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.

#### **COMPANY INFORMATION:**

COMPANY: **Herff Jones**  
STREET ADDRESS: **4625 West 62 Ave**  
CITY, STATE & ZIP CODE: **Indianapolis, IN 46268**

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Bruce Silverman** TITLE: **Representative**  
E-MAIL: **service@yearbookman.cc**  
TELEPHONE: **954-987-9994** FAX:

#### **AUTHORIZED APPROVER:**

NAME: **Bruce Silverman** TITLE: **Representative**  
E-MAIL: **service@yearbookman.cc**  
TELEPHONE: **954-987-9994** FAX:  
SIGNATURE: **Bruce Silverman**

#### **B) Proposal Checklist**

Are all cost, including freight, built-in to the unit price submitted?

Yes ☐

**C) Sample Proposal Form**

*The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.*

<b><u>Item</u></b>	<b><u>Cost</u></b>
Total cost to provide an online based yearbook application for the Pembroke Pines Charter School and to produce 650 copies of the completed yearbook per the scope of work as outlined in the bid specifications.	Price to be Submitted Via BidSync
Cost per book to produce <u>additional</u> copies of the yearbook if the final order number is greater than 650 copies.	Price to be Submitted Via BidSync
<u>Credit</u> per yearbook if the final order number is less than 650 copies	Price to be Submitted Via BidSync
Cost to produce <u>additional</u> pages of the yearbook if the final page number is greater than 300 pages.	Price to be Submitted Via BidSync
<u>Credit</u> per page if the final page number is less than 300 pages.	Price to be Submitted Via BidSync

The following are all a carte items. All items listed may not be implemented. Use of each item listed varies depending on the cover design for that year's specific yearbook. Each proposer must provide pricing for all of the items listed below.

<b><u>Item</u></b>	<b><u>Cost</u></b>
Embossing Lid 1	Price to be Submitted Via BidSync
Embossing Lid 2	Price to be Submitted Via BidSync
Custom Embossed	Price to be Submitted Via BidSync
Embossing Dyes	Price to be Submitted Via BidSync
Upgraded Material	Price to be Submitted Via BidSync
Additional Silkscreens	Price to be Submitted Via BidSync
UV Coating	Price to be Submitted Via BidSync
Vibracolor Endsheets	Price to be Submitted Via BidSync
Gloss Paper Stock	Price to be Submitted Via BidSync
Art Time*	Price to be Submitted Via BidSync

<b><u>Item</u></b>	<b><u>Description</u></b>
Art Time – Please describe the services include in the amount proposed above for Art Time. Be specific to time, type and frequency. (If additional space is needed, please upload additional information with your submittal.)	<b>62.50/per hour</b>



Supplier: **herff jones**



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **Herff Jones** ,

(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.

Printed Name/Signature **Bruce Silverman**

Title **Representative**

Name of Company **Herff Jones**

Supplier: **herff jones**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **Herff Jones, LLC** (name of entity submitting sworn statement) whose business address is **4625 West 62 Ave** and (if applicable) its Federal Employer Identification Number (FEIN) is **47-2261493**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Laura Denise McGinley** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **Corporate Employee Relations Manager**.
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 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.)**

☒ A) 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.

☐ B) 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.)**

☐ B1) 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.)**

☐ B2) 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.)**

☐ B3) 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.)**

**Denise McGinley**  
Bidder's Name/Signature

**Herff Jones, LLC**  
Company

**2-7-17**  
Date



Supplier: **herff jones**



City of Pembroke Pines

Attachment E

## 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.

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.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: **Herff Jones**

PRINTED NAME / AUTHORIZED SIGNATURE: **Bruce Silverman**

Supplier: herff jones



City of Pembroke Pines

Attachment F

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 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 veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### 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

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: **Herff Jones**

PRINTED NAME / AUTHORIZED SIGNATURE: **Bruce Silverman**



Supplier: herff jones



City of Pembroke Pines

Attachment G

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☒ C. Contractor will not comply with the conditions of this section at the time of contract award:  
or
- ☐ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: **Herff Jones**

AUTHORIZED OFFICER NAME / SIGNATURE: **Bill Bell**

Supplier: **herff jones**



City of Pembroke Pines

Attachment H

### **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:

**Herff Jones, LLC**  
**4501 West 62 Street**  
**Indianapolis, IN 46268**

Contact Person's Name and Title: **Denise McGinley, Corporate Human Resources Manager**

Contact Person's E-mail Address: **ldmcginley@herffjones.com**

PROPOSER'S Telephone and Fax Number: **317-297-3740**

PROPOSER'S License Number: **M15000005093**  
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **47-226193**

Number of years your organization has been in business **97**

State the number of years your firm has been in business under your present business name **97**

State the number of years your firm has been in business in the work specific to this solicitation: **50+**

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

**Jeffrey G. Webb, Chairman**  
**Matthew Rubel, CEO**  
**Rick Paschal, CFO**  
**Burton Brillhart, CLO, General Counsel, Chief of Staff and Secretary**

The business is a:      Sole Proprietorship ☐      Partnership ☐      Corporation ☒

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

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



**Herff Jones has always operated as Herff Jones to provide yearbooks.**

At what address was that business located?

**Herff Jones, LLC  
4501 West 62 Street  
Indianapolis, IN 46268**

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

**Marsh USA, Inc.  
701 Market Street, Suite 1100  
St. Louis, MO 63101  
Shirley Murray-contact  
(314) 621-5540**

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

**No**

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

**Yes**

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(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).

**No**

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.

**None**

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).

**None**

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.

**None**

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.

**None**

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.

**No**

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.

**Herff Jones is the original provider**

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

**No**

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

**The servicing representative, Bruce Silverman, has been a yearbook representative since 1994 in Broward County. Herff Jones/Bruce Silverman is the current publisher of the Pembroke Pines Charter High School Prowler yearbook. HJ/Bruce Silverman have published the yearbook for your school for more than ten 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.

**Herff Jones**

(Company Name)

**Bruce Silverman**

(Printed Name/Signature)

Supplier: **herff jones**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

#### **Reference Contact Information:**

Name of Firm, City, County or Agency: **Pembroke Pines Charter High School**

Address: **17189 Sheridan Street**

City/State/Zip: **Pembroke Pines, FL 33331**

Contact Name: **Faran Fagen** Title: **Adviser**

E-Mail Address: **ffagen@pinescharter.net**

Telephone: **954-538-3700** Fax: **954-538-3715**

#### **Project Information:**

Name and location of the project: **School Yearbook**

Nature of the firm's responsibility on the project: **Herff Jones publishes this yearbook**

Project duration: **one year** Completion (Anticipated) Date: **May 2017**

Size of project: **260 pages** Cost of project: **58,000**

Work for which staff was responsible: **creating yearbook**

Contract Type: **multi year**

The results/deliverables of the project: **provide superior quality yearbook to school**



**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **North Broward Preparatory**

Address: **7600 Lyons Road**

City/State/Zip: **Coconut Creek, FL 33073**

Contact Name: **Paul Miller** Title: **Yearbook Adviser**

E-Mail Address: **MillerP@NBPS.ORG**

Telephone: **954-247-0011** Fax: **54-247-0012**

**Project Information:**

Name and location of the project: **School Yearbook**

Nature of the firm's responsibility on the project: **Herff Jones publishes this yearbook**

Project duration: **one year** Completion (Anticipated) Date: **May 2017**

Size of project: **360 pages** Cost of project: **70,000**

Work for which staff was responsible: **creating yearbook**

Contract Type: **multi year**

The results/deliverables of the project: **provide superior quality yearbook to school**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **Posnack Day School**

Address: **5810 S Pine Island Rd**

City/State/Zip: **Davie, FL 33328**

Contact Name: **Geri Stief** Title: **Yearbook Adviser**

E-Mail Address: **gstief@posnackschool.org**

Telephone: **954-583-6100** Fax: **000-000-0000**

**Project Information:**

Name and location of the project: **School Yearbook**

Nature of the firm's responsibility on the project: **Herff Jones publishes this yearbook**

Project duration: **one year** Completion (Anticipated) Date: **May 2017**

Size of project: **200** Cost of project: **60,000**

Work for which staff was responsible: **creating yearbook**

Contract Type: **multi year**

The results/deliverables of the project: **provide superior quality yearbook to school**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: **Alexander School**

Address: **14400 Old Cutler Road**

City/State/Zip: **Miami, FL 33158**

Contact Name: **James McGhee** Title: **Headmaster**

E-Mail Address: **jrm2@alexandermontessori.com**

Telephone: **(305) 233-4540** Fax: **(305) 253-7322**

**Project Information:**

Name and location of the project: **School Yearbook**

Nature of the firm's responsibility on the project: **Herff Jones publishes this yearbook**

Project duration: **one year** Completion (Anticipated) Date: **May 2017**

Size of project: **100 pages** Cost of project: **28,000**

Work for which staff was responsible: **creating yearbook**

Contract Type: **multi year**

The results/deliverables of the project: **provide superior quality yearbook to school**

**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

**Project Information:**

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



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## Bid #ED-17-01 - High School Yearbook Services

Creation Date **Jan 16, 2017**

End Date **Feb 14, 2017 2:00:00 PM EST**

Start Date **Jan 17, 2017 8:04:14 AM EST**

Awarded Date **Not Yet Awarded**

herff jones		\$30,227.54 (15/15 items)		
Bid Contact bruce silverman service@yearbookman.cc Ph 954-987-9994		Address 3502 ottawa lane cooper city, FL 33026		
Supplier Code 226138				
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
ED-17-01--01-01	Base Items: Online based yearbook application and production of 650 copies of the yearbook - First Offer	\$29,997.50	1 / lump sum	\$29,997.50
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes: The PDF documents for Herff Jones' bid have been uploaded using the "upload attachment" feature to the right on this item.		
ED-17-01--01-02	Base Items: Cost per additional yearbook (if the final order is greater than 650 copies) - First Offer	\$40.00	1 / each	\$40.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--01-03	Base Items: Credit per yearbook (if the final order is less than 650 copies) - First Offer	(\$15.00)	1 / each	(\$15.00)
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--01-04	Base Items: Cost per additional page (if the final page number is greater than 300 pages) - First Offer	\$225.00	1 / each	\$225.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--01-05	Base Items: Credit per page (if the final page number is less than 300 pages) - First Offer	(\$100.00)	1 / each	(\$100.00)
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
Lot Total: \$30,147.50				
Item #	Line Item	Unit Price	Qty/Unit	Total Price
ED-17-01--02-01	A La Carte Menu: Embossing Lid 1 - First Offer	\$4.00	1 / each	\$4.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--02-02	A La Carte Menu: Embossing Lid 2 - First Offer	\$4.00	1 / each	\$4.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--02-03	A La Carte Menu: Custom Embossed - First Offer	\$4.00	1 / each	\$4.00
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes:		
ED-17-01--02-04	A La Carte Menu: Embossing Dyes - First Offer	\$0.01	1 / each	\$0.01
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes: per quote: every die is custom designed differently and as such the pricing is based on the individual design. (this bid system does not allow for words such as per quote or even \$0 so \$.01 was used, \$.01 is not price) again, this item is per quote.		
ED-17-01--02-05	A La Carte Menu: Upgraded Material - First Offer	\$0.01	1 / each	\$0.01
Product Code:		Supplier Product Code:		
Agency Notes:		Supplier Notes: per quote, materials can vary in cost when upgrading. (this bid system does not allow for words per quote or even \$0 so \$.01 was used, \$.01 is not price) again, this item is per quote.		
Product Feedback				

ED-17-01--02-06	A La Carte Menu: Additional Silkscreens - First Offer	\$3.00	1 / each	\$3.00
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
ED-17-01--02-07	A La Carte Menu: UV Coating - First Offer	\$2.50	1 / each	\$2.50
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>		
ED-17-01--02-08	A La Carte Menu: Vibracolor Endsheets - First Offer	\$0.01	1 / each	\$0.01
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> base vibra color endsheets are included when not printed on. (this bid system does not allow for word-included or even \$0 so \$.01 was used, \$.01 is not price) optional endsheet materials are available and price would be per quote.		
ED-17-01--02-09	A La Carte Menu: Gloss Paper Stock - First Offer	\$0.01	1 / each	\$0.01
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 80# gloss paper is included with bid. (this bid system does not allow for word-included or even \$0 so \$.01 was used, \$.01 is not price)optional paper upgrades are available per quote.		
ED-17-01--02-10	A La Carte Menu: Art Time* - First Offer	\$62.50	1 / each	\$62.50
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> art time is per hour		
<b>Lot Total: \$80.04</b>				

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Product Feedback

City of Pembroke Pines  
 Bid Tabulation - Procurement  
 RFP # ED-17-01 "High School Yearbook Services"

Vendor	Herff Jones	Acco Brands USA, LLC
Contact Information (From Attachment A)	<b><u>Company Information:</u></b> 4625 West 62 Ave Indianapolis, IN 46268 <b><u>Primary Contact &amp; Authorized Approver:</u></b> Bruce Silverman, Representative E-MAIL: service@yearbookman.cc TELEPHONE: 954-987-9994	<p style="text-align: center;"><b><u>NO BID:</u></b></p> <p>Items/services requested are not supplied by the company.</p>
Attachment A - Contact Information Form	Yes, however checkbox to confirm all costs, including freight, are built in to the unit prices submitted was not checked.	
Attachment B - Vendor Information Form and W-9	Yes.	
Attachment C - Non-Collusive Affidavit	Yes.	
Attachment D - Sworn Statement on Public Entity Crimes Form	A. Neither the entity nor any officers who are active in management nor any affiliate have been charged with a public entity crime.	
Attachment E - Local Vendor Preference Certification	Claiming Local Vendor Preference as a Local Broward County Vendor, however business tax receipts were not submitted.	
Attachment F - Veteran Owned Small Business Preference Certification	Does not qualify for VOSB Preference Certification.	
Attachment G - Equal Benefits Certification Form	C. Contractor will not comply with the conditions of this section at the time of contract award	
Attachment H - Proposer's Qualification Statement	Yes.	
Attachment K - References Form	Yes.	
Bid Security (N/A, Bid Bond, Cashier's Check, Not Submitted)	N/A	
Method of Submittal	BidSync	
Supplier Notes for Offer		
Comments		