



**REQUEST FOR PROPOSAL
(RFP) # FY 2010-2011-003**

**DESIGN, PRINTING AND MAILING OF
CITY'S NEWSLETTER**

**PREPARED BY:
CITY OF HALLANDALE BEACH
GENERAL SERVICES/PURCHASING DEPARTMENT**

NOTICE TO PROSPECTIVE PROPOSERS
MANDATORY PRE-PROPOSAL MEETING

MANDATORY PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR **MONDAY, DECEMBER 20, 2010 @ 11:00 A.M.** CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HALLANDALE BEACH, FLORIDA.

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY. IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE YOUR FIRM WILL NOT BE ABLE TO SUBMIT A PROPOSAL.

QUESTIONS AND ANSWERS **WILL ONLY** BE ADDRESSED AT THE MANDATORY PRE-PROPOSAL CONFERENCE. PLEASE READ THE RFP AND BRING ANY QUESTIONS TO THE MANDATORY PRE-PROPOSAL CONFERENCE.

REQUEST FOR PROPOSAL DUE DATE: **MONDAY, JANUARY 10, 2011 @ 4:00 P.M.** – RFP #FY 2010-2011-003 DESIGN, PRINTING AND MAILING OF CITY'S NEWSLETTER.

PROPOSERS MUST PROVIDE IN A SEALED ENVELOPE ONE (1) ORIGINAL HARDCOPY RESPONSE AND TWO (2) ELECTRONIC CDs.

PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES. PROPOSALS MUST BE MAILED OR HAND DELIVERED TO:

CITY OF HALLANDALE BEACH
CITY CLERK'S OFFICE
ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
RFP # FY 2010-2011-003
DESIGN, PRINTING AND MAILING

NOTE: Failure to comply with all items stated in the RFP may be cause for rejection of the Proposal.

RFP # FY 2010-2011-003 - DESIGN, PRINTING AND MAILING OF CITY'S NEWSLETTER

UNABLE TO SUBMIT REQUEST FOR PROPOSAL? We sincerely hope this is not the case. If your Contractor cannot submit a RFP at this time, please provide the information requested in the space provided below and return:

WE _____ HAVE RECEIVED THE RFP
COMPANY NAME

WE ARE UNABLE TO RESPOND TO THE RFP AT THIS TIME DUE TO THE FOLLOWING REASONS:

COMPLETE INFORMATION BELOW:

SIGNATURE:	
TITLE:	
STREET ADDRESS: (OR)	
P.O. BOX:	
CITY:	
STATE:	ZIP CODE:
TELEPHONE/AREA CODE: ()	
EMAIL ADDRESS:	

RETURN THIS UNABLE TO SUBMIT FORM ONLY TO:
CITY OF HALLANDALE BEACH
GENERAL SERVICES DEPARTMENT
400 SOUTH FEDERAL HIGHWAY, ROOM 242
HALLANDALE BEACH, FL 33009
REQUESTS FOR PROPOSAL CONTRACT RFP NO. FY2010-2011-003

LIST OF ADMINISTRATOR AND DEPARTMENTS LIASIONS

1.	CITY MANAGER
	Mark Antonio, City Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1300
2.	Jennifer Frastai, City Manager Administrator – Project Manager
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954) 457-1304
	GENERAL SERVICES/PURCHASING DEPARTMENT
3.	James Buschman, General Services Director
	400 S. Federal Highway
	Hallandale Beach, FL 33009
	(954)457-1310
4.	Andrea Lues, General Services/Purchasing Division Director
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1332 (OR)
5.	Joann Wiggins. General Services/Purchasing Specialist
	400 S. Federal Highway
	Hallandale Beach, Florida 33009
	(954)457-1331

PUBLIC ENTITY CRIME FORM

NOTICE OF REQUEST FOR PROPOSAL

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a), FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

“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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.”

By: _____

Title: _____

Signed and Sealed _____ day of _____, _____.

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PURPOSE OF PROPOSAL
INTRODUCTION / INFORMATION

I. PURPOSE

The City of Hallandale Beach is seeking companies to design, print and mail newsletters with or without an advertising campaign proposal two times a year: January through June edition, and a July through December edition, to all households within the City limits. The purpose of the newsletter is to inform citizens of the City's programs, services, issues, events and activities.

The issue consists of approximately 24,000 copies, which are mailed to postal patron customers in the City of Hallandale Beach.

Components not specifically mentioned in the specifications, but which are required to provide completed newsletters, shall be included as part of the items included in the Firm's proposals.

II. PROPOSAL MINIMUM REQUIREMENT/QUALIFICATIONS:

ALL FIRMS THAT SUBMIT A PROPOSAL FOR CONSIDERATION MUST MEET THE MINIMUM QUALIFICATIONS AS PROVIDED BELOW.

IF THE MINIMUM QUALIFICATIONS ARE NOT MET, THE PROPOSER'S SUBMITTAL WILL BE DEEMED NON-RESPONSIVE. PROPOSALS WILL BE CONSIDERED ONLY FROM PROPOSERS THAT ARE REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING SERVICES AS DESCRIBED IN THIS RFP:

In order to be considered Proposers must:

1. Have at least four (4) years of experience providing the services requested through this RFP either in the private and/or government sector. Provide with your Firm's proposal demonstration of experience.
2. Have provided services similar to those required in the RFP to one (1) governmental jurisdiction. Provide with your Firm's proposal name of entity, contact name, contact number and email address.

Proposers must provide proof of these qualifications with the submission of proposals and provide one (1) government newsletter sample and one (1) non-governmental newsletter sample.

III. QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact Purchasing Department at (954)457-1331. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

IV. ADDITIONAL BACKGROUND INFORMATION

The City of Hallandale Beach is a City Manager/City Commission form of government. It serves an area of approximately 4.4 square miles with a population of approximately 45,000. The City's fiscal year begins October 1st and ends September 30th.

V. CONTRACT TERM:

The initial contract period shall be three (3) years, commencing upon award by the City Commission.

Contract may be cancelled within thirty (30) day written notice by the City of Hallandale Beach.

Three-year (3) agreement with the option to renew for two (2) additional years if mutually agreed. This contract shall remain in effect for three (3) years, provided the services rendered during the contract period are satisfactory and the funding is available as appropriate on an annual basis.

VI. CONTRACT PRICE

The price offered by the proposer shall be based on service for the stipulated contract period, and two (2) additional one (1) year renewals.

No price increase will be accepted during the initial contract periods which are three (3) years of initial contract term.

Renewal terms allow for a request for a price increase at the time of renewal based on the awarded price submitted and awarded. Annual increases during the renewal terms are not to exceed five percent (5%). Any requested price increase shall be fully documented and submitted to the City's Project Manager at least ninety (90) days prior to the contract anniversary date. No more than one (1) price increase will be accepted during any renewal period.

If mutually acceptable to the City and the proposer each annual contract renewal shall be executed through annual purchase order(s).

VII. CONTRACT DOCUMENTS:

In the case that the City and the selected Firm cannot enter into Contract for any reason, City reserves the right to reject remaining proposals or negotiate with other Firm(s) until an agreement can be reached.

If the Company President does not sign the Proposal and the Contract, there must be a Secretary's Certificate Form provide to the City of Hallandale Beach, Florida indicating designee.

All legal actions arising out of or connected with this agreement must be instituted in the Circuit Court of Broward County, Florida, or the United States District Court of the Southern District of Florida. The laws of the State of Florida shall govern the interpretation and enforcement of the Contract.

VIII. SUBMISSION OF PROPOSALS

The following format must be followed for the submission of Firm's responses to the RFP.

RETURN IN A SEALED ENVELOPE ONE (1) ORIGINAL HARDCOPY RESPONSE AND TWO (2) ELECTRONIC CDs.

1. Title Page

Provide the complete RFP name and number; the Firm's name; the Firm's, address and telephone number of the contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time periods specified and a statement that the proposal is a Firm and irrevocable offer for one-hundred and twenty (120) days.

4. Technical Proposals

General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the work for the City of Hallandale Beach in conformity with the requirements of the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications and experience of the Firm.

The technical proposal should address all points outlined in the RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 1 through 9, must be included. Items 1-9 represent the criteria against which the proposal will be evaluated.

5. License to Practice in Florida

The Firm shall provide the incorporation information that allows the practice of your Contractor as a business in Florida.

6. Firm Qualifications and Experience

Indicate the Firm's number of years of experience in providing the services requested in the RFP. Specify services provided to municipalities of comparable or greater size than the City of Hallandale Beach.

7. Project Manager's Experience

List the name, title or position, and project duties of those persons who will have a management or senior position working with the City. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed.

8. Previous Similar Projects

Please provide a list of a minimum of five (5) projects which demonstrates the experience in providing the services as required under this RFP. Please provide the following information for each sample project:

- Client name, address, phone number, email
- Description of the scope of work

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9. Schedule Outline

Proposers must provide a detail outline of the schedule the City will have to follow to provide submissions to the Firm. Proposers shall a detail outline of the timeline the Firm will follow in order to produce a complete product.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

RFP ADVERTISING DATE	DECEMBER 7, 2010
RFP DOCUMENT RELEASED	DECEMBER 7, 2010
DEADLINE FOR WRITTEN QUESTIONS	WILL ONLY BE ANSWERED AT MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULED FOR MONDAY, DECEMBER 20, 2010 @ 11:00 AM
MANDATORY PRE-PROPOSAL CONFERENCE	MONDAY, DECEMBER 20, 2010 @ 11:00 AM
RFP DEADLINE FOR RECEIPT OF PROPOSALS	MONDAY, JANUARY 10, 2011 @ 4PM
EVALUATION OF PROPOSAL/SELECTION OF CONTRACTORS	TO BE DETERMINED
ORAL INTERVIEWS – (IF REQUIRED)	TO BE DETERMINED
CONTRACT AWARD BY CITY COMMISSION – ESTIMATED	TO BE DETERMINED
PROJECT START DATE – ESTIMATED	TO BE DETERMINED

IX. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all responses made to the City of Hallandale Beach by all prospective Proposers. The City of Hallandale Beach reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer(s) or take any other actions that may be deemed to be in the best interest of the City of Hallandale Beach.

X. SUBMISSION AND RECEIPT OF PROPOSALS

1. Proposals to receive consideration must be received on or prior to the specified time and date of opening, as designated in the proposal.
2. Unless otherwise specified, Firms **MUST** use the proposal form(s) furnished by the City. Failure to do so may be cause for rejection of proposal. Removal of any part of the proposal forms may invalidate proposal.
3. Proposals having any erasure or corrections **MUST** be initialed by the proposer in INK. Proposals shall be signed in INK; all forms shall be typewritten or printed with pen and ink.
4. **MANDATORY PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR MONDAY, DECEMBER 20, 2010 @ 11:00 A.M. CITY OF HALLANDALE BEACH MUNICIPAL COMPLEX, CITY HALL, CITY COMMISSION CHAMBERS, 400 SOUTH FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA. ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS MANDATORY.**

IF YOU DO NOT ATTEND THE MANDATORY PRE-PROPOSAL YOU WILL NOT BE ABLE TO SUBMIT A PROPOSAL.

QUESTIONS AND ANSWERS WILL ONLY BE ADDRESSED AT THE MANDATORY PRE-PROPOSAL CONFERENCE.

5. **PROPOSERS MUST PROVIDE IN A SEALED ENVELOPE ONE (1) ORIGINAL HARDCOPY RESPONSE AND TWO (2) ELECTRONIC CDs.**

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ROOM 242
400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FLORIDA 33009
RFP # FY 2010-2011-003
DESIGN, PRINTING AND MAILING

NOTE: Failure to comply with all items stated in the RFP may be cause for rejection of the Proposal.

6. **DATE/TIME OF PROPOSAL SUBMITTAL:**

Plainly mark on the outside of the envelope, the Proposal Number, Item Identification and Time and Date of Proposal Receipt.

IT WILL BE THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL REACHES THE OFFICE OF THE CITY CLERK OFFICE, CITY OF HALLANDALE BEACH ON OR BEFORE: MONDAY, JANUARY 10, 2011 @ 4:00 P.M.

7. **BID GUARANTEE AND BOND REQUIREMENTS:**

Bid Guarantee. Each bidder must submit with his/her proposal, a bid guarantee in the form of a Bid Bond, Certified Check, Cashier Check, in the amount of five percent (5%) of the total bid price, payable to the City of Hallandale Beach.

8. **PROPOSAL ACCEPTANCE PERIOD:**

Proposer warrants by virtue of submitting a proposal that prices, terms and conditions quoted in the RFP will remain Firm for acceptance by the City for a period of one hundred and twenty (120) days from the date of proposal opening, unless otherwise stated by the City.

9. **PUBLIC RECORDS:**

Florida law provides that municipal records shall at all time be open for personal inspection by any person. Section 119.01 Florida Statutes The Public Records Law. Information and materials received by City in connection with Bids/RFPs or RFQs response shall be deemed to be public records subject to public inspections upon award, recommended for award, or 10 days after bid/proposals opening whichever occurs first. However, certain exemptions to public records law are statutorily provided for in Section 119.07 or otherwise provide in Florida

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Statutes and the City will not disclose same. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to defend, indemnify, and hold harmless the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

10. **ADDENDA AND MODIFICATIONS:**

All addenda and other modifications to the documents made prior to the time and date of proposal opening shall be issued as separate documents identified as changes to the proposal project document. CITY shall make reasonable efforts to issue addenda within seven days prior to proposal opening.

If any addenda are issued, the City will attempt to notify known prospective Proposers. Addenda to this solicitation will be posted on the City's webpage <http://fl-hallandalebeach.civicplus.com/index.aspx?nid=417>. Contractors are responsible to check the website or contact the General Services/Purchasing Department prior to the proposal submittal deadline to ensure addenda has not been released.

11. **BRAND NAMES:**

If and whenever in the specifications a brand name, make name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of materials **ONLY**. Since the City does not wish to exclude other competition and equal brands or makes, the phrases "**OR APPROVED EQUAL OR SIMILAR**" is added.

However, if a product other than that specified is proposed, it is the vendor's responsibility to name such a product within the proposal and to prove to the City that said product is equal to that specified and to submit brochures, samples and/or specifications in detail on item(s) proposed. The City shall be the sole judge concerning the merits of proposals submitted.

12. **SAMPLES AND DEMONSTRATIONS:**

Evidence in the form of samples or demonstrations is requested and should be attached to proposal. When required, the City may request full demonstrations prior to the award of any contract. Samples must be furnished free of expense to the City and if not used in testing or destroyed, upon written request, will within thirty (30) days of proposal award be returned to the proposer.

13. **QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be high quality and highest grade of workmanship.

14. **ACCEPTANCE OF MATERIAL:**

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

15. **VARIATIONS TO THE SPECIFICATIONS:**

For purposes of evaluation, proposer **MUST** indicate any variances from the City specifications, no matter how slight. If variations are not stated in proposal, it will be assumed that the product or service fully complies with City specifications, terms and conditions.

16. **PERFORMANCE:**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the Scope of Service. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

17. **DELIVERY:**

Time is of the essence. City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made at the time specified on the proposal form.

18. **DEFAULT PROVISION:**

In case of default by the successful Contractor the City of Hallandale Beach may procure the items or services from other sources and hold the Contractor responsible for any excess cost occasioned or incurred thereby.

19. **COPYRIGHTS AND/OR PATENT RIGHTS:**

Proposer warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the proposer agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

20. **SAFETY AND SITE STANDARDS:**

The proposer warrants that the service & products to the City conform in all respects to the standards set forth in the Occupational Safety & Health Act (O.S.H.A.) and its amendments; failure to comply with this condition will be considered a breach of contract. Contractor shall maintain a clean site at all times and adhere to all current O.S.H.A. requirements.

21. **TAXES:**

The City of Hallandale Beach, Florida is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 16-04199765-54C; United States Treasury Department, I.R.S. No. 59-6000333, applies and appears on each City of Hallandale Purchase Order. Exemption Certificates provided on request.

22. **FAILURE TO SUBMIT PROPOSAL:**

If you do not submit a proposal, PLEASE return the form, "**UNABLE TO SUBMIT A PROPOSAL**", stating thereon and request that your name be retained on the City mailing list, otherwise, your name will be removed from the City's bid mailing list.

23. **MANUFACTURER'S CERTIFICATION:**

The City of Hallandale Beach reserves the right to request from proposers, separate manufacturer certification of all statements made in the proposal.

24. **SIGNED PROPOSAL CONSIDERED AN OFFER:**

The signed proposal shall be considered an offer on the part of the proposer or Contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Hallandale Beach, Florida and in case of default on the part of the successful proposer or Contractor, after such acceptance, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

25. **LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where proposers are required to enter onto City of Hallandale Beach property to deliver materials or perform work or services, as a result of proposal award, the proposer will assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required. The proposer shall be liable for any damage or loss to the City occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of a contract as a result of the proposal.

26. **RESERVATION FOR REJECTION AND AWARD:**

The City of Hallandale Beach reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-submission of proposals. The City also reserves the right to award the contract on such material the City deems will best serve its interests. City further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the City, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Department personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. **The City reserves the right to negotiate the type and cost of specific types of services to be purchased. These negotiations may be held with one or more proposers, as is deemed in the best interest of the City.**

27. **OMISSION OF INFORMATION:**

Any omissions of detailed specifications stated herein, that would render the materials/services not suitable for use as specified, will not relieve the proposer from responsibility.

28. **INSPECTION OF FACILITIES / SITE VISIT:**

It will be the sole responsibility of the proposer to inspect the City's location(s) prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has become familiar with the nature and extent of the work, and the equipment, materials, and labor required.

29. **PROPOSER'S COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

30. **INVOICES/PAYMENT**

Contractor shall submit invoices no more than on a monthly basis, following commencement of work. Invoice format and documentation shall be acceptable for City's reimbursement. The first invoice for each contract year shall not be submitted earlier than October 1 of that year.

31. **CONE OF SILENCE:**

The City Commission shall not be involved in the preparation, submittal and evaluation of bids, request for proposals and other purchases, including attendance at or participating in presentations to or deliberations by a selection committee or contact with persons, Contractors, organizations and corporations submitting bids or proposals to the City. Following an evaluation of responses received for bids, request for proposals, and other purchases, the City Manager shall have the authority to recommend to the City Commission award of contracts. After placement on the agenda, the City Commission reviews the City Manager's recommendations and may direct any communications, inquiries or questions regarding the contract award to or through the City Manager. In accordance with administrative procedures and policies, and the City's lobbying ordinance, all persons, Contractors, organizations and corporations seeking a procurement from the City or the award of funds for goods and services must submit a completed and notarized lobbyist registration form/oath to the City Clerk's office prior to contacting a member or members of the City Commission regarding a City procurement. Lobbyists shall cease all contact and communication with the City Commission within the period of time as stated in the lobbying ordinance before the date set for a decision on a matter, unless contacted by a City Commissioner, through the City Manager, and previously registered pursuant to the lobbyist ordinance.

32. **ENCLOSURES:**

Notice to Prospective Proposers
Unable to Submit Request for Proposal
Public Entity Crime Form
One (1) complete set of General Instructions
Specifications and Proposal Forms
Form Contract including Insurance Requirements
Exhibit "A" – Sample Newsletter

XI. SCOPE OF SERVICES

1. TECHNICAL SPECIFICATIONS

The Firm shall supply all labor, supervision, materials, equipment, provisions, and other services and supplies necessary for, or incidental to, for the design, printing, labeling and mailing of the City's newsletters.

The City is seeking a Firm that can provide:

Design and layout consulting
Stock photos and graphics
Pre-press, printing and binding
Bulk mailing preparation and bulk mailing
Lightweight size for mailing convenience

All costs anticipated for which the Firm shall seek payment must be included in the price sheet A and/or B. Any items excluded which are necessary to provide a complete delivered newsletter must be included in the price proposal.

Option A: 20 lb. White Bond Paper 8 ½" x 11", see Section XII. Method of Award.

Option B: The City is also requesting a separate price for printing on recycled paper, with at least 10% Post Consumer waste 8 ½" x 11", see Section XII. Method of Award.

Option C: The City in addition is requesting a separate price for advertising to run on a space available basis in the Hallandale Happenings.

The company/firm must include a guarantee space and date fulfillment place of insertion. Company will be responsible for all advertising rates, solicitation and award. Advertising should be limited to last two (2) pages of newsletter with each ad size no larger than ¼ of page.

The publication of the newsletter shall be a turn-key project.

The City currently mails approximately 24,000 newsletters bi-annually. The current newsletter is done as an 8.5 W x 11 H trimmed and it is approximately 16-20 pages.

Printing Information

Layout: Proposers are to provide creative layout services for the newsletter, with good use of color and graphics.

Article copy, photo captions, most photos and masthead graphics will be provided to Firm on a CD, copy in MS Word or text format (printer's choice), photos in .jpg format. Occasionally photos may be hard copy. The City's Project Manager

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will provide instructions on which photos go with which story, along with which stories should be placed on front page, and which may be expendable altogether if amount of text exceeds layout requirements.

The initial layout proof is to be delivered to the City's Project Manager within three (3) business days of receipt of materials from the City. Additions, deletions and corrections prior to the final copy proof are part of this RFP. The City's Project Manager will work with the Firm on the graphic design to arrive at final proof. Finished newsletter should not deviate from approved final proof.

Printing: The following information is the current specified method of printing the newsletter. Alternate variations of the current specified method must be proposed as long as the quality of the printing is not jeopardized. With cost being a factor in this award, alternative variations that can present savings to the City will be considered.

Each issue consists of 24,000 copies. Under-runs will not be accepted. A small overrun may be accepted, at the City's option. Proposer's are to state additional cost per thousand for quantities above 24,000 copies, which will only be accepted by the City's Project Manager written authorization.

Approximately a twenty (20) pages newsletter to be printed 8.5 X 11 (Traditional Newsletter) or Tabloid 11 1/2 X 14 1/2, twelve (12) page self cover and a recommended binding (i.e. saddle stitch, glue, stapling, folding, wafering etc.), proposer must state the binding process that your company feels will be the most advantageous for the newsletters.

The four color 4/2 color process shall be used throughout the entire publication.

The Firm may furnish some photos and the City will furnish photos. The City will furnish the Firm its official logo.

Deliverables shall include: (1) electronic file in PDF Format so they can be emailed and placed on a Web Site; (2) a copy on CD of all related newsletter files. Such files to stay in the desktop publishing format(s) used by Printer to produce the newsletter.

The printing technology is optional to the proposer, however, it must be a high-quality process with accurate color registration, and may not be a "quick-print" or photocopy process.

The printing, collating and folding is to be completed and delivered within one (1) business week of final approval of newsletter proof by the City's Project Manager or designee. Number of copies delivered to mailer will be determined by the number of residences listed in the most recent USPS mail list which is to be purchased by the printer within 90 days of each mailing.

All art and materials associated with the newsletter will become the sole property of the City.

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Mailing: The preferred mailing method of this publication is to mail to every resident in City. It is the Firm's responsibility to provide bulk mailing. Weight, size shape and printed indicia on finished newsletter must meet USPS standards for least expensive bulk mailing.

The Firm will be responsible to obtain the current mailing list for the City. A copy of the list must be sent to the City's Project Manager within 30 days of mailing.

Firm must obtain correct bulk mailing permit information for pre-printing on the newsletter. Firm to address and tab each piece, and to provide all necessary carrier route and bar code information on pieces, then bundle appropriately for bulk-mailing and delivery to: U.S. Postal Service, South Florida Postal & Distribution Center, located at PO BOX 829611, Pembroke Pines, Florida 33082-9611.

The City will be responsible for the payment of postage and will be paid to U.S. Postal Service, South Florida Postal & Distribution Center prior to mailing. The Firm will furnish the City with the exact amount of postage required.

Cost: Proposed fees must include all services required to produce and distribute the newsletter, even if a specific service or task is omitted from this RFP. Please keep in mind the current and future growth of the City in your cost proposal. The City is interested in solutions to keep costs down as growth continues.

XII. METHOD OF AWARD:

The award of the contract will be based upon the most advantageous offer for the City from a responsive and responsible firm. Consideration will be given to the most creative, best quality, lowest cost and other factors set forth in the RFP.

Again, the newsletter may be produced as option A (bond paper) or option B (recycled paper) and option C (advertising) keeping in mind that the overall creativity of the newsletter is of significant importance to the City. The City has the option to award a contract for either Price Proposal A; Price Proposal B and Price Proposal C.

XIII. EVALUATION COMMITTEE AND PROPOSAL EVALUATIONS:

Following the proposal opening of the proposal packages, Firms that do not meet the minimum qualifications set forth will not be considered further. The Firm awarded the Contract will be required to maintain the minimum qualification requirements during the term of the Contract and any renewals. The proposals will be evaluated by the Evaluation Committee.

Firms meeting the minimum requirements/qualifications criteria will have their proposal evaluated and scored by the evaluation criteria stated below.

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NUMBER	CRITERIA LISTED	POTENTIAL POINTS
1.	Creativity and innovative approach	35
2.	Qualifications, competence and capacity of Firm	20
3.	Manager's experience	10
4.	Previous similar projects performed	15
5.	Cost Proposal	20
	TOTAL POINTS	

The Evaluation Committee may be composed of qualified City Staff and other persons selected by the City to evaluate proposals. City reserves the right, where it may serve the City of Hallandale Beach's best interest, to request additional information or clarification from Proposers.

The City of Hallandale Beach reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Hallandale Beach.

Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee. The recommended Firm(s) may be required to appear before the City Commission to answer questions for contract award.

XIII. PRICE PROPOSAL FORM PORTION "A" - 20 LB. WHITE BOND PAPER

Name of Proposer: _____

All costs for which the Firm shall seek payment must be included in the price sheet. Any items excluded which are necessary to provide a complete delivered newsletter must be included in the price proposal. For method of award see Section XII.

DESCRIPTION OF ITEM	COST
	K\$
	K\$
	K\$ K\$
	K\$ K\$
	K\$
	K\$
	K\$
	K\$
	K\$
	K\$
	K\$
TOTAL COST PORTION "A"	K\$

XV. PRICE PROPOSAL FOR FORM PORTION "B"- RECYCLED PAPER

Name of Proposer: _____

All costs for which the Firm shall seek payment must be included in the price sheet. Any items excluded which are necessary to provide a complete delivered newsletter must be included in the price proposal. For method of award see Section XII.

DESCRIPTION OF ITEM	COST
	K\$
TOTAL COST PORTION "B"	K\$

XVI. PRICE PROPOSAL FOR FORM PORTION "C" - ADVERTISING

Name of Proposer: _____

All costs for which the Firm shall seek payment must be included in the price sheet. Any items excluded which are necessary to provide a complete delivered newsletter must be included in the price proposal. For method of award see Section XII.

DESCRIPTION OF ITEM	COST
	K\$
TOTAL COST PORTION "C"	K\$

SUPPLEMENTAL INFORMATION: REFERENCES

1.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
	Email Address:
2.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
	Email Address:
3.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
	Email Address:
4.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
	Email Address:
5.	Name:
	Address:
	City/State/Zip Code:
	Phone/Contact:
	Email Address:

THIS PROPOSAL SUBMITTED BY:

COMPANY:
ADDRESS:
CITY & STATE:
ZIP CODE:
TELEPHONE:
DATE OF RFP:
FACSIMILE NUMBER:
E-MAILED ADDRESS:
FEDERAL ID NUMBER:
NAME & TITLE PRINTED:
SIGNED BY:

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Request for Proposals, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the RFP.

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

for

RFP # FY 2010-2011-003 - DESIGN, PRINTING AND MAILING OF CITY'S NEWSLETTER

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

_____, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS <ADD WHEREAS CLAUSES BY STATING THE NEED AND PURPOSE FOR THE AGREEMENT >

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
TERM

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on _____; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

- 1.1 The duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than _____. **CHANGE THE TERM ACCORDINGLY TO MATCH THE BID OR RFP TERM. IF NO BID OR RFP WAS RELEASED FOR THIS PROJECT STIPULATE THE END DATE WITH THE CONSIDERATION OF ANY RENEWALS THAT HAVE BEEN APPROVED.**

ARTICLE 2
SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide <WRITE OUT THE SCOPE OF WORK CONTRACTOR WILL PERFORM IN DETAIL, INCLUDING THE TIME FRAME AND MILESTONES; THE SCOPE CAN ALSO BE ATTACHED AS AN EXHIBIT.>

ARTICLE 3
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations.
 - 3. Blanket Contractual Liability,
 - 4. Independent CONTRACTOR's.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.
 - 7. Incidental Medical Malpractice.
 - 8. Fire Legal Liability

- B. Auto Liability Insurance

- C. Workers' Compensation Insurance.

- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.

C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written approval by the Risk Manager.

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E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. **ACCEPTABILITY OF INSURANCE COMPANY**

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 **VERIFICATION OF COVERAGE**

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 **COVERAGE CONTINUATION:**

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 **SUBCONTRACTORS' INSURANCE REQUIREMENTS:**

CONTRACTOR's shall include all subcontractor's as it's insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractor's shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of _____ Dollars (\$_____) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY. <DEPARTMENTS ARE TO SPECIFY METHOD OF BILLING AND PAYMENT IF DIFFERENT FROM ABOVE, DISCUSS WITH FINANCE IF NECESSARY>

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

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All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two

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purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

FOR CONTRACTOR:

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits _____are hereby incorporated into and made a part of this Agreement. <IF THERE ARE EXHIBITS PLEASE PROVIDE THEM WITH THE CONTRACT AND LIST/NAME THEM HERE. IF THERE ARE NO EXHIBITS WRITE N/A>

8.19 **REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on _____, day of _____, 20____, signing by and through its City Manager, duly authorized to execute same, and _____, signing by and through its _____,
(name of Contractor) (title of authorized officer)
duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
Mark Antonio, CITY Manager

Approved as to legal sufficiency and form by
CITY ATTORNEY

David Jove, CITY ATTORNEY

Approved for insurance documentation:
Risk Management Division

Jim Buschman, Risk Manager

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CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____
(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL