



## Request for Proposal

Goods & Services



## Printing & Mailing Services Request for Proposal No. 19-12-01

<b>Advertisement Date:</b>	Friday, December 20, 2019
<b>All Questions Due:</b>	Friday, January 3, 2020 by 5:00 PM
<b>Submission due date:</b>	Thursday, January 16, 2020 at 2:30 PM
<b>Submit to:</b>	Attn: City Clerk Sunny Isles Beach Government Center 18070 Collins Avenue, 4 <sup>th</sup> Floor Sunny Isles Beach, Florida 33160



## TABLE OF CONTENTS

Table of Contents		Page 2
Legal Advertisement/Notice to Bidder		Page 3
Instructions to Bidder / General Terms	Section 1	Page 4
Special Terms & Conditions	Section 2	Page 10
Scope of Work / Technical Specifications	Section 3	Page 17
Evaluation Process	Section 4	Page 26
Proposal Format	Section 5	Page 28
Bid Submittal Form	Section 6	Page 31

### Attachments

Attachment A - Price Schedule

### Affidavits

Non-Collusive Affidavit	Page 1 of 7
Public Entity Crimes	Page 2 of 7
Equal Opportunity / Affirmative Action Statement	Page 4 of 7
Conflict of Interest Statement	Page 5 of 7
Dispute Disclosure Form	Page 6 of 7
Anti-Kickback Affidavit	Page 7 of 7



## LEGAL ADVERTISEMENT

### NOTICE TO BIDDER

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

#### **Printing & Mailing Services Request for Proposal No. 19-12-01**

The Bid Specifications for this Request for Proposal are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete Bids.

Sealed submittals will be received by the City Clerk no later than **Thursday, January 16, 2020 at 2:30 PM at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4<sup>th</sup> floor, Sunny Isles Beach, Florida, 33160.** The City is under no obligation to return Submittals. Responses will be publicly opened and firm names and bid totals are read aloud at that time.

The envelope containing the sealed RFP must be clearly marked:

### **PRINTING AND MAILING SERVICES RFP No. 19-12-01**

#### **OPENING DATE AND TIME-Thursday, January 16, 2020 at 2:30 PM**

The City reserves the right to reject any or all submittals, with or without cause, to waive technical errors and informalities, and to accept the submittal determined to be in the best interest of the City.

All questions regarding the Request for Proposals No. 19-12-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, no later than September 6, 2019. Questions may be submitted via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. *Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk,  
City of Sunny Isles Beach



## SECTION 1 INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### 1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, Deputy City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Bidders from submitting their Bid on the required date and time as publicly noted.

### 1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Request for Proposal, Request for Proposal, and Request for Proposal. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

### 1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

### 1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFP opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFP opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

### 1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes - "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 to perform work as a Contractor,

supplier, sub-Contractor, 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 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

### 1.6 BID DEADLINE:

Bids must be submitted no later than the time and date shown within this document.

### 1.7 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this Request for Proposal must be executed) and submitted in a sealed envelope.

### 1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

### 1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail - Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

### 1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Request for Proposal. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

### 1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.



- 1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.
- 1.12 AGREEMENT:**
- After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.
- The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.
- 1.13 PAYMENTS:**
- Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.14 BRAND NAMES:**
- If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.
- 1.15 MATERIAL:**
- Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.
- 1.16 SAMPLES:**
- Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
- 1.17 QUANTITY GUARANTY:**
- No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:**
- In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.
- 1.19 SAFETY STANDARDS:**
- The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.
- 1.20 WARRANTIES:**
- Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.
- 1.21 COPYRIGHTS/PATENT RIGHTS:**
- Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.
- 1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**
- The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.
- 1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:**
- Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of



Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.

its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**1.24** **CERTIFICATE(S) OF INSURANCE:**

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

**1.28** **DEFAULT PROVISION:**

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

**1.29** **SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**1.30** **DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Approved:** Means approved by the City.

**Bid:** The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

**Proposers:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Change Order:** A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

**Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance

**1.25** **ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

**1.26** **HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

**1.27** **NON-CONFORMANCE TO CONTRACT:**

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as



Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

**Contract Price:** The total monies payable to the Contractor under the Contract Documents.

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.

**Contractor:** The person, firm or corporation with whom the City has executed this Agreement.

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Field Order:** A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

**Modification:** Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Statement of Services:** The form furnished by the City which is to be used by the Contractor in requesting progress payments.

**Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment

and other incidentals, and the furnishing thereof.

**Written Notice:**

The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

**1.31**

**BID AWARD:**

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive proposer whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFP or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

**1.32**

**EXECUTION OF AGREEMENT:**

At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

**1.33**

**LAWS AND REGULATIONS:**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

**1.34**

**TAXES:**

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption



No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

**1.35** **DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:**

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

**1.36** **DECISIONS ON DISAGREEMENTS:**

The City will be the initial interpreter of the Technical Specifications.

**1.37** **CITY MAY TERMINATE:**

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid

balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**1.38** **MISCELLANEOUS:**

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**1.39** **WAIVER OF JURY TRIAL:**

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**1.40** **GOVERNING LAW:**

The Contract shall be construed in accordance with and governed by the law of the State of Florida.





**1.41**      **VENUE:**

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

**1.42**      **ARBITRATION:**

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

**1.43**      **PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which

relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

**1.44**      **SEVERABILITY:**

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, 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.

**1.45**      **INDEPENDENT CONTRACTOR:**

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

**End of Section**



## Section 2 Special Terms and Conditions

### 2.1 **PURPOSE OF BID:**

The purpose of this solicitation is to establish a contract with a printing and mailing company (the "Vendor/Proposer" or "Contractor") of the Sunny Isles Beach (SIB) Islander Newsletter along with the printing and binding of the Sunny Isles Beach Living Magazine and the printing and binding of the Sunny Isles Beach desktop calendar, in conjunction with the City's additional printing needs on an as needed basis.

The City's SIB Islander newsletter is printed monthly and mailed to all Sunny Isles Beach residences with additional copies delivered to the City's office. The Sunny Isles Beach Living magazine is printed quarterly and delivered directly to a City facility. The Sunny Isles Beach desktop calendar is printed annually and delivered to a City facility. The awarded Proposer will be expected to provide the printing and mailing for the City's pre-produced content according to the deadlines set forth in section 3.3 by the City of Sunny Isles Beach.

### 2.2 **PRE-BID CONFERENCE**

**Intentionally Omitted**

### 2.3 **TERM**

This initial contract shall commence upon approval by the City Commission, contingent upon the completion and submittal of all required bid documents and fully executed contract. This contract shall remain in effect for two (2) years; provided that the services rendered by the Proposer during the contract period are satisfactory.

In the event services are scheduled to end because of the expiration of this contract, the contractor shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

### 2.4 **OPTIONS TO RENEW**

Prior to, or upon completion, of that initial term, the City shall have the option at its sole discretion to renew this contract for an additional three (1) one-year renewals. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL, for commodities such as paper and postage.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for



adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the vendor decline the City's right to exercise the option period, the City may consider the vendor in default which decision may affect that vendor's eligibility for future contracts.

## **2.5 PRICE**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract, except as detailed in Section 2.4 Options to Renew. The price proposed shall be an all-inclusive price; no additional charges will be paid. However, increases in the cost for postage may be requested on a yearly basis with sufficient documentation and, increases for the cost of paper can be requested after the initial two-year term, with 30 days prior written notice to the City.

### **2.5.1 POSTAGE**

The price for postage will adhere to the current rates as set by the United States Postal Service. Mailings are sent via bulk mail to zip code 33160, which include carrier routes 1, 9 and 47. Mailing lists should be updated monthly and should be sorted for duplicates. Mailings are not to be addressed to each individual and should be addressed as "Resident" instead.

## **2.6 PERFORMANCE AND PAYMENT BOND**

Intentionally Omitted

## **2.7 INSURANCE**

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the



Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Operation
- Workers Compensation (Statutory)
- Independent Contractors
- Products and/or Completed Operations Hazard
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- Professional Liability (Errors and Omissions)

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership.

Before starting the Work, the Contractor will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Contractor agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

#### 2.7.1 Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.



## **2.8 MONTHLY INVOICES PAYMENTS**

Cut-off date for submission of final payment invoices is the close of the last business day of the month. Vendor shall submit by the 10th day of the following month vendor's completed invoice for services successfully rendered. Should the 10th fall on a weekend or holiday, Contractor shall submit their invoice on the next workday. Contractor shall submit postage invoices by the first Monday of each month in which a Newsletter shall be mailed.

Contractor is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.

## **2.9 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE PROPOSER**

Unless otherwise provided in Section 3 of this solicitation the proposer shall furnish the following, including but not limited to, all labor, material, equipment, adequate supervision, and coordination for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's responsible staff.

## **2.10 FEDERAL, STATE AND LOCAL REGULATIONS**

The successful Proposer shall comply with all federal, state and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project. Such proposer costs associated with regulatory requirements shall be included in the project cost whether depicted specifically or not within the body of the proposal.

## **2.11 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities, experience and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award.

## **2.12 MULTIPLE AWARD**

The City may award multiple Bidders (primary, secondary and tertiary) as available, by line item, or by group.



## 2.13 **BIDDER'S MINIMUM QUALIFICATIONS**

Proposals will be considered from firms that have **successfully, with supporting references** completed a minimum of three (3) projects of similar scope over the past five (5) years. State if you have any governmental entity experience. It is the responsibility of the Bidder to ascertain that the contact person will be responsive. In addition, award of this contract will be made to the responsive and responsible bidder who meets the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

- Must be able to produce monthly mailers, quarterly magazine, and additional printed collateral as detailed in the documents attached.
- Develop and maintain mailing list on a monthly basis.
- Fold, tab, and mail out monthly mailers and invoice postage to the City at United States Post Office postage rate. Proposer will be responsible for the payment of postage to the United States Post Office.
- Print house shall have an online system for uploading digital files.
- Print house shall allow City or City proposer to ensure quality control on press.
- Delivery of digital and printed proofs (low-resolution aka Spinjet backed up and bound for pagination approval plus high-resolution proofs aka Epson 9900) shall occur within 2 business days of digital submission by the City.
- Distribution and delivery of publications shall occur during the deadlines stated in Section 3.3.
- Delivery of publications to a City facility, in addition to mailed mailers. Applicable delivery charges should be included in bid.
- Must provide three (3) references for which similar jobs have been performed within the last two (2) years.
- Samples of a mailer, magazine, and calendar in accordance with specifications attached must be submitted along with bid package.
- Print house press must be located within 40 miles of City of Sunny Isles Beach, Government Center, 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

## 2.14 **PROPRIETARY RIGHTS**

The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the Proposer performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, sub-Proposers and suppliers may use only in connection with the performance of Services under the Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, sub-Proposers or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.



## **2.15 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

## **2.16 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal department or agency.

## **2.17 PUBLIC RECORDS**

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**



## **2.18 EXCEPTIONS TO REQUEST FOR PROPOSALS**

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

## **2.19 PIGGYBACK**

For the term of the agreement and any mutually agreed extensions pursuant to this request for proposals, at the option of the vendor, other school districts, any public corporation or agency, including any county, city, town or public corporation, may purchase the identical item(s) at the same price and upon the same terms and conditions of the awarded contract.

**END OF SECTION**





### Section 3 Scope of Services / Technical Specifications

#### 3.1 **SCOPE OF SERVICES**

The City is in need of a qualified and experienced contractor for the printing and mailing of its various publications. The project scope primarily consists of a quarterly magazine, Sunny Isles Beach Living, and SIB Islander monthly newsletter. Additional projects may include, but are not limited to, the printing of an annual desktop calendar and additional printed collateral such as flyers, palm cards, and brochures.

The City's SIB Islander newsletter is printed monthly and mailed to all Sunny Isles Beach residences with additional runoff copies delivered to the City's office. The Sunny Isles Beach Living magazine is printed quarterly and delivered directly to a city facility. The Sunny Isles Beach desktop calendar is printed annually and delivered to a city facility.

Mailing list development shall occur monthly and distribution per mailing list contents will be required for the monthly mailers (SIB Islander). Contractor shall have an online system for uploading digital files and delivery of printed proofs (low-resolution aka Spinjet backed up and bound for pagination approval plus high-resolution proofs aka Epson 9900) and digital proofs shall occur within 2 business days of digital submission by the City. Contractor shall allow the City to ensure quality control on press.

The printing and mailing services to be performed by Contractor under this Agreement and the unit cost and delivery schedule for same are as outlined in section 3.3.

The City reserves the right to change quantities and other specifications and request additional printing services on an as-needed basis.

The awarded Proposer of this RFP may be selected to complete part or all of the work herein described.

#### 3.2 **BACKGROUND**

The Sunny Isles Beach Islander newsletter is a monthly publication sent to each household in Sunny Isles Beach covering various updates, news, and upcoming events in the City. The Sunny Isles Beach Islander newsletter also shares monthly updates from the City's elected officials, city manager, and police chief.

The Sunny Isles Beach Living magazine is produced quarterly and is an excellent guide for both residents and visitors alike. The Living magazine features details on upcoming events, youth, adult and senior programs, ongoing services, updates on City projects, a hotel guide, a restaurant guide and upcoming events around South Florida. The magazine also features a City map, information regarding the City's shuttle bus service and City contact information.



The Sunny Isles Beach desktop calendar features the winning photos of the City's annual photo contest. Seventeen photos are selected from the contest each year for the desktop calendar. The final calendar is an astonishing representation of our City's stunning architecture, beautiful parks, the Atlantic Ocean, and our gorgeous City views. The calendar is distributed at City facilities to residents and guests through the beginning of the upcoming year.

### 3.3 **SPECIFICATIONS AND DELIVERY**

#### 3.3.1 SIB Islander Newsletter

- Project** 6-page mailer (monthly)  
Price per two-year term
- Press** Direct to plate only  
Sheet-fed printing preferred. Web offset printing accepted as a secondary option.
- Size** 25.5 x 10.875" flat; tri folds to 8.5 x 11"  
folds again to finished size: 8.5 x 5.5"
- Ink** 5/5 (4/4; process, full bleed, plus satin aqueous coating)
- Qty** 17,300 per month (approximately 17,0000 mailed to the residents' homes and 300 delivered to the City)  
207,600 per year  
415,200 per term
- Stock** Endurance Silk 100 lb text; no substitutions
- Proofs** Low-resolution aka Spinjet backed up and bound for pagination approval plus high-resolution proofs aka Epson 9900  
Digital proofs
- Bindery** trim, score and fold; wafer seal on final fold for mailing
- Art** Upload to ftp  
Prepared press quality PDF, single pages with readers flat



low-resolution file as guide; all created in Adobe Creative Cloud software

- Mailing List** Updated monthly; 12 per year.  
Data process; residential list to be provided by vendor  
Full-service mailing
- Postage** Pre-sort standard and delivery to post office.  
Full-service bulk mailing  
Mailing tab applied, address labeling from list, process, with delivery to post office 5 days from print date.
- Timelines** Proofs: 1-2 business days from upload.  
Corrections: 24-hour completion.  
On press: 2 business days from client approval. Delivery to post office: 5 business days from print date  
Extra copies delivered to the City's office.
- Delivery** In residents' mail boxes 6-8 days from final approval
- Extra copies boxed and delivered to:  
Sunny Isles Beach Government Center  
18070 Collins Avenue, Sunny Isles Beach, FL 33160



The vendor shall deliver the publication, SIB Islander newsletter, required in conjunction with this contract based on monthly intervals. All deliveries shall be mailed out to all residences in Sunny Isles Beach by the 26 date of the corresponding month contingent on the date of approval of the final proof. If the 26 date falls on a Saturday or Sunday, the mailing date should be adjusted by the vendor to the business date prior to. Back orders shall not be allowed.

<b>SIB Islander Newsletter</b>		
<b>Publication</b>	<b>Expected Upload Date</b>	<b>Expected Mailing Date</b>
SIB Islander Newsletter – March 2020	February 18, 2020	February 26, 2020
SIB Islander Newsletter – April 2020	March 18, 2020	March 26, 2020
SIB Islander Newsletter – May 2020	April 18, 2020	April 26, 2020
SIB Islander Newsletter – June 2020	May 18, 2020	May 26, 2020
SIB Islander Newsletter - July 2020	June 18, 2020	June 26, 2020
SIB Islander Newsletter – August 2020	July 18, 2020	July 26, 2020
SIB Islander Newsletter – September 2020	August 18, 2020	August 26, 2020
SIB Islander Newsletter -October 2020	September 18, 2020	September 26, 2020
SIB Islander Newsletter – November 2020	October 18, 2020	October 26, 2020
SIB Islander Newsletter – December 2020	November 18, 2020	November 24, 2020
SIB Islander Newsletter – January 2021	December 18, 2020	December 24, 2020
SIB Islander Newsletter – February 2021	January 18, 2021	January 26, 2021
SIB Islander Newsletter – March 2021	February 18, 2021	February 26, 2021
SIB Islander Newsletter – April 2021	March 18, 2021	March 26, 2021
SIB Islander Newsletter – May 2021	April 18, 2021	April 26, 2021
SIB Islander Newsletter – June 2021	May 18, 2021	May 26, 2021
SIB Islander Newsletter - July 2021	June 18, 2021	June 26, 2021
SIB Islander Newsletter – August 2021	July 18, 2021	July 26, 2021
SIB Islander Newsletter – September 2021	August 18, 2021	August 26, 2021
SIB Islander Newsletter – October 2021	September 18, 2021	September 26, 2021
SIB Islander Newsletter – November 2021	October 18, 2021	October 26, 2021
SIB Islander Newsletter – December 2021	November 18, 2021	November 26, 2021
SIB Islander Newsletter – January 2022	December 18, 2021	December 24, 2021
SIB Islander Newsletter – February 2022	January 18, 2022	January 26, 2022
SIB Islander Newsletter – March 2022	February 18, 2022	February 26, 2022



### 3.3.2 Sunny Isles Beach Living Magazine

The vendor shall deliver the publication, Sunny Isles Beach Living Magazine, required in conjunction with this contract based on quarterly intervals. All deliveries shall be by the 30<sup>th</sup> of the corresponding month after the date of the approval of final proof. Back orders shall not be allowed.

**Project** 48 Page Plus Cover Magazine (Quarterly)  
Price per two-year term

**Press** Direct to plate only  
Sheet-fed printing preferred. Web offset printing  
accepted as a secondary option.

**Size** Finished Size: 8.5 X 11" (Book: 52 pages Total\*)  
48 Pages Text  
4 Pages Cover

\*Number of pages may fluctuate from 48 pages to 44  
pages. Price proposal should also include cost for 44  
pages text plus 4 pages cover (48 pages total).

**Ink** Cover: 5/5 (4/4; process, full bleed, plus satin aqueous  
coating)  
Text: 4/4; process, full bleed

**Coating** Satin Aqueous Coating

**Qty** 7,500 per quarter or 30,000 per year  
60,000 per term

**Stock** Cover: Endurance Silk 80 lb cover; no substitutions  
Text: Endurance Silk 80 lb text; no substitutions

**Proofs** Low-resolution aka Spinjet backed up and bound for  
pagination approval plus high resolution proofs aka  
Epson 9900 (specify your equipment)  
Digital proofs



**Bindery** Trim and perfect bound on 11” side

**Art** Upload to ftp  
 Prepared press quality PDF, single pages with readers flat  
 low-resolution file as guide; all created in Adobe Creative  
 Cloud software

**Timelines** PROOFS: 3 business days from upload.  
 CORRECTIONS: 24-hour completion.  
 ON PRESS: 2 business days from client approval.  
 DELIVERY: 7–10 business days from print date

**Delivery** City facility  
 Sunny Isles Beach, FL 33160  
 Note: no loading dock available.

Sunny Isles Beach Living Magazine		
Publication	Expected Upload Date	Expected Delivery Date
Sunny Isles Beach Living Magazine – Summer 2020	April 9, 2020	April 30, 2020
Sunny Isles Beach Living Magazine – Fall 2020	July 9, 2020	July 30, 2020
Sunny Isles Beach Living Magazine – Winter 2021	October 9, 2020	October 30, 2020
Sunny Isles Beach Living Magazine – Spring 2021	January 8, 2021	January 29, 2021
Sunny Isles Beach Living Magazine – Summer 2021	April 9, 2021	April 30, 2021
Sunny Isles Beach Living Magazine – Fall 2021	July 9, 2021	July 30, 2021
Sunny Isles Beach Living Magazine – Winter 2022	October 8, 2021	October 29, 2021



Sunny Isles Beach Living Magazine – Spring 2022	January 7, 2022	January 28, 2022
---	-----------------	------------------

3.3.3 Sunny Isles Beach Desktop Calendar

The vendor shall deliver the publication, Sunny Isles Beach desktop calendar, required in conjunction with this contract by the second week in November of each year to the City’s office. Back orders shall not be allowed.

**Project** Desktop Calendar  
 Price per two-year term.

**Occurrence** Annually. Once per year.

**Description** 16 Leaves + Cover + Plus Base

**Press** Direct to plate only  
 Sheet-fed printing only.

**Size** Cover: 6.75 x 6”  
 Text: 6.75 x 6”  
 Base: 15 x 6.75: flat

**Ink** Cover: die cut and foil stamp (1/0)  
 Text: 5/5; process plus aqueous, full bleed  
 Base: blank

**QTY** 1,500 per year  
 3,000 per term

**Stock** Cover: Classic Crest natural white stipple 130 lb. cover; no substitutions  
 Text: Hannoart Silk 100 lb cover; no substitutions  
 Base: Classic Crest natural white stipple 160 lb. cover; no substitutions

**Proofs** Low-resolution aka Spinjet backed up and bound for pagination approval plus high-resolution proofs aka Epson 9900 (specify your equipment)



Digital proofs

**Bindery** Cover: die cut and foil stamp; total area approx. 3" x 2"  
Text: trim to size  
Base: double score and fold for construction inverted V to stand alone  
Wiro: collate all and grey wiro bind all on the 6.75" side (top)

**Art** Upload to ftp

Prepared press quality PDF, single pages with readers flat low-resolution file as guide; all created in Adobe Creative Cloud software

**Timeline** 10–12 business days from approved proofs. Paper order may require 5 days

**Packaging** Carton packing

**Delivery** Local delivery to:  
Sunny Isles Beach Government Center  
18070 Collins Avenue, Sunny Isles Beach, FL 33160  
Note: no loading dock available.

All deliveries shall be made in accordance with good commercial practice, and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the City of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the City. Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days as stated in this solicitation, the City reserves the right to cancel the contract on a default basis. If the contract is so terminated, it is hereby understood and agreed that the City has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the City may pursue reimbursement through legal channels.

### **3.4 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The City shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the City or U.S. post office





within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the City reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the City may terminate the contract for default.

### **3.5 RIGHT TO INSPECT**

The Proposer agrees to allow City staff and/or the City's graphic designer to inspect product on site during printing to ensure the quality of the product.

### **3.6 SAMPLES**

Samples of current Sunny Isles Beach Living Magazines, SIB Islander Newsletters, and Sunny Isles Beach desktop calendars can be mailed to the proposer at their request. Samples can also be requested for pick-up at the Sunny Isles Beach Government Center 4th Floor, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. To request a sample, please contact the City Clerk's office by phone at (305) 792.1703 or via email at [CityClerk@sibfl.net](mailto:CityClerk@sibfl.net) with your preferred delivery method.

**END OF SECTION**



## Section 4 Evaluation Process

### 4.1 Review of Proposals For Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The contract will be awarded to the lowest responsible and responsive proposer(s) whose proposal best serves the interest of and represents the best value to the City in conformity with section 62-8 of the City code.

### 4.2 Qualifications

Proposals will be evaluated on the criteria listed below.

<u>Technical Qualifications</u>	
1.	Proposer's relevant experience, past performance and qualifications including equipment, facilities, personnel and inventory.
2.	Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors.
3.	Proposers approach methodology to providing the services requested in this solicitation including timeliness and ability to meet requested deadlines.
4.	Proposed solution functionality, implementation and other objectives and requirements as stated.
<u>Price</u>	
5.	Proposer's proposed price

#### 4.2.1 MINIMUM REQUIREMENTS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.



#### **4.3 Price Evaluation**

The price proposal should include all components of specifications provided. It shall be evaluated subjectively in combination with the technical qualifications provided, including an evaluation of how well it matches Proposers' understanding of the City's needs described in this solicitation, the proposers' assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

#### **4.4 Negotiations**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

**END OF SECTION**



## Section 5 Proposal Format

### 5.0 FORMAT

Proposers must submit (1) original and four (4) copies of the proposal and one electronic copy. The original Proposal must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

#### **LABEL EACH SECTION AS NUMBERED**

The proposal must be in the following format.

1. Company Information
  - In response to this Proposal, all Proposers must provide the following:
    - Name of Agency/Company (including any "Doing Business As" names)
    - Company Locations
    - Internet Web Site Address (if any)
    - Details of Entity Business Structure (Corporation, Partnership, LLC)
    - Date Founded
    - Office address and telephone number, phone number and email address of main contact
    - List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
    - Proof of insurance
    - Indication of how long it would take to implement service after authorized to begin
    - Financial Stability
2. Qualifications  
Proposer's relevant experience, qualifications and past performance
  - An explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Proposer meets or exceeds the requirements of this RFP.
  - A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand including turnaround time from the City's date of upload to the proposer's delivery of proofs and the turnaround time from the City's approval of the proof to the date of delivery.
  - A list of on-site equipment and inventory.
  - Proposer's facility hours and ability to provide 24 hour per day printing and mailing services for the projects listed in section 3.



3. Staffing

- Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors.
- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.
- The composition of the staff team should include an account manager/representative, print associates and technicians, graphic designer, digital and press printing operator, production/ print services technician, and machine operator and all other staff required to fulfill the needs of this proposal.
- The names and credentials of the employees in the area responsible for this contract and their function in the company.
- The name and credentials of the person who will be responsible for the coordination of work.
- Experience and qualifications of staff and satisfactory record of performance of staff.

4. Approach / Methodology

Proposers approach methodology to providing the services requested in this solicitation

- Suitability of the methodologies and approaches used in achieving tasks.
- Overall organization to completing the project.
- Ability to meet desired timelines and deadlines listed in section 3.3.
- Service delivery approach and contingency plans in the event of emergency or disaster.
- An explanation of the proposer's approach for quality assurance.

5. Cost of Services

Each firm shall submit in their price proposal and any pricing conditions or contingencies must be clearly stated along with the submission of Attachment A.

6. Samples

Up to seven (7) samples of projects the business has completed that demonstrate the business's product diversity and competence in completing the projects required of this proposal. These samples must be accompanied by the client information, including the name of a contact person who can act as a reference, a description of the nature, size and complexity of the project and the agreed fee arrangements.

The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.



7. Availability  
Indicate current and anticipated workloads and availability for other activities and include proximity or frequency to the City for service calls. Identify the extent and nature of any anticipated outside support.
8. Contract Forms  
All completed contract forms

**END OF SECTION**



**DELIVER TO:**  
City of Sunny Isles Beach  
City Clerk  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160

**REQUEST FOR PROPOSAL  
SECTION 6  
BID SUBMITTAL FORMS**

**OPENING: 2:30 P.M.  
Thursday, January 16, 2020**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

---

Issued by:	Purchasing Agent	Date Issued:	This Bid Submittal Consists of
		12/20/2019	Pages <b>31+</b>

---

Sealed bids are subject to the Terms and Conditions of this Request for Proposal and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**RFP 19-12-01**

**Printing & Mailing of SIB Living Magazine & Newsletter**

A Bid Deposit in the amount of 0% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 0% of the total amount of the bid will be required upon execution of the contract by the successful bidder and City of Sunny Isles Beach

**Procurement Agent:**  
*Genesis Cuevas*

**Firm Name:**  
\_\_\_\_\_

**Commodity Code(s):**

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS**

**FAILURE TO SIGN PAGE 32 OF SECTION 4 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE**



**SECTION 6  
BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

---

---

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

---

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_





## BID SUBMITTAL FORM

### Bid Title: Printing & Mailing Services

The undersigned Proposers proposes and agrees, if this proposal is accepted, to enter into an agreement with The City of Sunny Isles Beach in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposers accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposers agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has studied carefully all specifications and requirements.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.



Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

***\* "By signing this document the vendor agrees to all Terms***

**Signature:**

\_\_\_\_\_  
**(Signature of authorized agent)**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**



## ATTACHMENT A



<b>Project</b>	<b>Qty/ Occurrence</b>	<b>Total Occurrences/ Year</b>	<b>Press - Please Specify</b> (Sheet-fed preferred, web offset printing accepted.)	<b>Total Occurrences/ Two-Year Term (A)</b>	<b>Printing Cost/ Occurrence (B)</b>	<b>Delivery &amp; Mailing Cost/ Occurrence</b> (including postage if applicable) (C)	<b>Total Cost/ Two Year Term = A(B+c)</b>
<b>SIB Living Magazine</b> (52 pages total)	7,500	Quarterly (4)		8			
<b>SIB Living Magazine Alternate</b> (48 pages total)	7,500	Quarterly (4)		8			
<b>SIB Islander Newsletter</b>	17,300	Monthly (12)		24			
<b>Desktop Calendars</b>	1,500	Annually (1)		2			

Name of Vendor:

---

Grand Total RFP Amount:

---



## AFFIDAVITS







## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "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 to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

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

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

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime 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.

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

**11.6.** Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

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

\_\_\_\_\_  
(Printed Name)

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

(AFFIX NOTARY STAMP HERE)

Signature:

\_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_





EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Printing and mailing. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**



## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
 18070 Collins Avenue  
 Sunny Isles Beach, FL 33160  
 Telephone: (305) 947-0606 Fax: (305) 949-3113

## ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            )  
   )  
 COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
 Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_



# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date