

**Southwest Ranches Council**  
Mayor Steve Breitkreuz  
Vice Mayor David S. Kuczenski  
Jim Allbritton  
Bob Hartmann  
Gary Jablonski



**Town Administrator**  
Russell Muñiz

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## **REQUEST FOR PROPOSALS (RFP)**

### **RFP No. 24-001**

Town of Southwest Ranches  
is seeking proposals for:

### **NEWSLETTER DESIGN, PRINT AND DELIVERY**

**Date issued/available for distribution: March 1, 2024**

**Proposer shall submit three (3) hard copies of complete proposals with one electronic version (CD or USB) in a sealed envelope clearly marked “RFP No. 24-001 Newsletter Design, Print and Delivery to Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330. The complete submittal must be received by the Finance Department no later than Thursday, April 4, 2024, at 11:00 a.m. local time. See Section 1.5 for submission instructions.**

#### **CAUTION**

**Amendments to this Request for proposals will be posted on the Southwest Ranches Procurement Department’s website page, which can be accessed at <https://www.southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer’s sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.**

**Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.**

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED  
IN AN ALTERNATIVE FORMAT.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

CONTENTS

SECTION 1 .....	5
GENERAL INFORMATION .....	5
1.1 ISSUING OFFICE .....	5
1.2 PURPOSE OF THE PROJECT.....	5
1.3 QUALIFICATIONS OF PROPOSERS .....	5
1.4 TIMETABLE .....	6
1.5 PROPOSAL SUBMISSION .....	6
1.6 CONTACT PERSON.....	7
1.7 PROCUREMENT CODE.....	7
1.8 CONE OF SILENCE.....	7
1.9 PUBLIC OPENING.....	8
1.10 ADDITIONAL INFORMATION/AMENDMENT(S).....	8
1.11 DISCLAIMER.....	8
1.12 NOTICE TO PROCEED.....	9
SECTION 2 TERMS AND CONDITIONS .....	9
2.1 ADHERENCE TO REQUIREMENTS.....	9
2.2 MODIFIED PROPOSAL .....	9
2.3 WITHDRAWAL OF PROPOSAL .....	9
2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL.....	9
2.5 RFP POSTPONEMENT/CANCELLATION.....	10
2.6 COSTS INCURRED BY PROPOSER.....	10
2.7 PROPRIETARY/CONFIDENTIAL INFORMATION.....	10
2.8 RIGHT TO PROTEST .....	10
2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS.....	10
2.10 CONTRACT AWARD.....	11
2.11 WRITTEN CONTRACT.....	11
2.12 ASSIGNMENT.....	11
2.13 CANCELLATION.....	11
2.14 RELATION TO PARTIES.....	11
2.15 COMPLIANCE WITH LAW .....	12
2.16 WAIVER OF LIABILITY .....	12
2.17 INDEMNIFICATION .....	12
2.18 SECONDARY/OTHER VENDORS .....	12
2.19 DEFAULT PROVISION.....	12
2.20 GOVERNING LAW.....	12
2.21 DISPUTES.....	12
2.22 REMEDIES FOR BREACH .....	13
2.23 PUBLIC RECORDS LAW .....	13
2.24 CONTRACT PROVISIONS (EXHIBIT "A") .....	14
2.25 INSURANCE REQUIREMENTS .....	14
2.26 WORKER'S COMPENSATION .....	15
2.27 BUSINESS AUTOMOBILE LIABILITY INSURANCE:.....	15
2.28 COMMERCIAL GENERAL LIABILITY:.....	15
2.29 PROFESSIONAL LIABILITY .....	15
2.30 COMMENCEMENT OF WORK.....	16
2.31 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY.....	16

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

2.32	DISCLOSURE OF OWNERSHIP INTEREST .....	17
2.33	CONFLICT OF INTEREST .....	17
2.34	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES.....	17
	SECTION 3 .....	18
	SCOPE OF SERVICES .....	18
	EVALUATION OF PROPOSALS.....	20
	SECTION 4 .....	21
	SPECIAL PROVISIONS.....	21
	PAYMENT .....	21
	APPENDIX A OFFEROR'S QUALIFICATION STATEMENT.....	22
	APPENDIX B PRICE SCHEDULE.....	23
	APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT .....	24
	APPENDIX D DRUG FREE WORKPLACE.....	27
	APPENDIX E SWORN STATEMENT PURSUANT TO SEC 287.133(3)(a) FL STATUTES PUBLIC ENTITY CRIMES..	28
	APPENDIX F NON-COLLUSION AFFIDAVIT.....	31
	APPENDIX G ANTI-LOBBYING CERTIFICATION FORM .....	33
	*APPENDIX H CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor).....	34
	*APPENDIX I CERTIFICATE OF AUTHORITY (If Partnership) .....	35
	*APPENDIX J CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company) .....	36
	*APPENDIX K CERTIFICATE OF AUTHORITY (If Joint Venture) .....	37
	APPENDIX L PROPOSAL BOND – Not Applicable.....	38
	APPENDIX M GOVERNMENTAL CONTACT INFORMATION .....	40
	APPENDIX N ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS .....	41
	APPENDIX O PROPOSER CONFIRMATION OF QUALIFICATIONS .....	42
	APPENDIX P PROPOSER EXPERIENCE .....	44
	APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA .....	45
	APPENDIX R LIABILITY CLAIMS .....	46
	APPENDIX S W-9.....	47
	APPENDIX T PROOF OF INSURANCE.....	48
	* APPENDIX U STATEMENT OF NO RESPONSE.....	49
	APPENDIX V 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING.....	50
	APPENDIX W INSERT PROOF OF E-VERIFY REGISTRATION .....	51
	APPENDIX X OTHER FEDERAL, STATE, AND LOCAL REQUIREMENTS .....	51
	EXHIBIT A - AGREEMENT.....	56

## **REQUEST FOR PROPOSALS (RFP)**

### **ALL INTERESTED PARTIES:**

The Town of Southwest Ranches, Florida, hereinafter referred to as the “TOWN”, will receive Proposals in a sealed envelope clearly marked in response to this Request for Proposal (RFP) together with the information and documents required and as referenced herein and any other information relative to the experience, expertise or proficiency of the Proposer until **11:00 a.m., local time, and opened on Thursday, April 4, 2024**, for furnishing the services described below:

### **RFP 24-001 - NEWSLETTER DESIGN, PRINT AND DELIVERY**

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement web page which can be accessed at:

<http://www.southwestranches.org/procurement>

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project may also be available on <https://www.demandstar.com>. Consultants may download and print the Proposal documents or contact Emil Lopez at (954) 434-0008, or via email at [elopez@swranches.org](mailto:elopez@swranches.org).

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

**Proposer shall submit three (3) hard copies of complete proposals with one electronic version (CD or USB) in a sealed envelope clearly marked “RFP No. 24-001 Newsletter Design, Print and Delivery” to Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330. A public opening will take place at 11:00 a.m., local time, on Thursday, April 4, 2024.** in the TOWN’s main conference room located at Town Hall on the same date. Facsimile submittals will not be accepted. Any responses to this RFP received after **11:00 a.m. local time on Thursday, April 4, 2024**, will NOT be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

The TOWN reserves the right to reject any or all responses to this RFP, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the TOWN. The TOWN may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

## **SECTION 1 GENERAL INFORMATION**

### **1.1 ISSUING OFFICE**

This Request for Proposal (RFP) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Office (“Officer”). The Officer is the *sole* point of contact concerning this RFP. All communications regarding this RFP must be done through the Officer (*See* Section 1.7, Contact Person).

### **1.2 PURPOSE OF THE PROJECT**

The Town of Southwest Ranches is soliciting proposals for the graphic design, layout, translation, printing and mailing of its monthly newsletter including custom artwork/graphics and/or use of agency stock photos or provided photography by the Town.

### **1.3 QUALIFICATIONS OF PROPOSERS**

All responding firms must have a minimum of five (5) years of experience providing high quality professional design, printing, and mailing services. *If your company will not be doing the printing in-house, please provide us with the name of the printer that will be doing the printing for you.*

TOWN OF SOUTHWEST RANCHES, FLORIDA  
 NEWSLETTER DESIGN, PRINT AND DELIVERY  
 RFP NO. 24-001

**1.4 TIMETABLE**

The anticipated schedule and deadline for this RFP and award is as follows:

<b>Activity</b>	<b>Date, Time and Location</b>
RFP available for download on website	On or about March 1, 2024, at: <a href="https://www.southwestranches.org/procurement">https://www.southwestranches.org/procurement</a>
Non-Mandatory Pre-Proposal Conference	<b>March 21, 2024</b> , at 11:00 a.m. local time
Deadline for Written Comments/Questions	<b>March 25, 2024</b> , at 2:00 p.m. local time
Response to Written Comments/Questions	<b>March 29, 2024</b> , at 2:00 p.m. local time
Deadline for Submission of Proposals	<b>Thursday, April 4, 2024, at 11:00 a.m. local time at Town Hall – 13400 Griffin Road</b>
Public Opening	<b>Thursday, April 4, 2024</b> , at 11:00 a.m. local time
Selection Committee meeting(s) and Oral Presentations (if necessary)	To be Determined
Award Date	To be Determined

\*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers online via the Town website.

**1.5 PROPOSAL SUBMISSION**

It is anticipated that sealed proposals will be opened at 11:00 a.m. at Town Hall on **Thursday, April 4, 2024**.

**Proposer shall submit three (3) copies of complete proposals with one electronic version (CD or USB) in a sealed envelope clearly marked “RFP No. 24-001 Newsletter Design, Print and Delivery to Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330. no later than 11:00 a.m. local time on Thursday, April 4, 2024.** The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or an authorized person.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

**1.6 CONTACT PERSON**

The individual designated as “Contact Person” for this RFP is:

Emil C. Lopez, Town Financial Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-0008  
Fax: (954) 434-1490  
Email: elopez@swranches.org

**1.7 PROCUREMENT CODE**

Article IX of the Town’s Code of Ordinances (ORD 22-005) establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity, and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

**1.8 CONE OF SILENCE**

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

## **1.9 PUBLIC OPENING**

A public opening, of sealed Proposals, will take place on **Thursday, April 4, 2024**, at 11:00 a.m. in Town Hall.

The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an “Recommendation of award” or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

In the award of a Contract pursuant to this RFP, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

## **1.10 ADDITIONAL INFORMATION/AMENDMENT(S)**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **March 25, 2024**, to the address listed in this RFP Timetable (*See* Section 1.5) or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the RFP number, proposer’s name, address, phone number, and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches website which can be accessed at <https://southwestranches.org/procurement/>.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or received directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.6), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements, or explanations other than those made by this RFP or a formal amendment to RFP.

## **1.11 DISCLAIMER**

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine,



TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

**1.12 NOTICE TO PROCEED**

Proposer shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until proposer submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties.

Proposer shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the Agreement. If proposer falls behind the progress schedule, Proposer shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

**SECTION 2  
TERMS AND CONDITIONS**

**2.1 ADHERENCE TO REQUIREMENTS**

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

**2.2 MODIFIED PROPOSAL**

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.4). The Town will only consider the latest proposal submitted.

**2.3 WITHDRAWAL OF PROPOSAL**

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (*See* Section 1.5). After the opening of Proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of ninety (90) day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

**2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL**

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.4) shall NOT be considered.

**2.5 RFP POSTPONEMENT/CANCELLATION**

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next best value Proposer, or to re-advertise the project, in its sole discretion.

**2.6 COSTS INCURRED BY PROPOSER**

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

**2.7 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

**2.8 RIGHT TO PROTEST**

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Proposal Protest”). By responding to this RFP, the proposer agrees that the Proposal Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

**2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS**

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**2.10 CONTRACT AWARD**

The contract shall be awarded to the top ranked firm which successfully negotiates a contract in accordance with the terms of this RFP and on terms that the Town determines is fair, reasonable, and competitive.

The terms of the contract will be consistent with this RFP, the Town's Procurement Code, and applicable law. The Selection/Negotiation Committee will negotiate a contract with the top ranked firm. If negotiations with the top ranked firm are not successful, then the Committee shall proceed to negotiate with the next ranked firm, unless there is an objection from the Town Council as set forth in the Procurement Code.

The rankings and/or the contract shall be prepared by the Town Attorney and ultimately subject to the approval of the Town Council.

**2.11 WRITTEN CONTRACT**

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP, as Exhibit A. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council

**2.12 ASSIGNMENT**

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

**2.13 CANCELLATION**

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

**2.14 RELATION TO PARTIES**

It is understood and agreed that nothing contained in this RFP, or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent Consultant and is to have entire charge, control and supervision of the Work to be performed hereunder.

**2.15 COMPLIANCE WITH LAW**

Proposer shall comply with all applicable laws, regulations, and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

**2.16 WAIVER OF LIABILITY**

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

**2.17 INDEMNIFICATION**

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

**2.18 SECONDARY/OTHER VENDORS**

The Town 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 RFP or any contract awarded.

**2.19 DEFAULT PROVISION**

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Consultant responsible for any excess costs occasioned or incurred thereby.

**2.20 GOVERNING LAW**

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

**2.21 DISPUTES**

After an award of the Contract, disputes shall be resolved as set forth in the Contract form, which is attached to this RFP, as Exhibit A. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

**2.22 REMEDIES FOR BREACH**

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform, and Proposer shall have ten (10) days to cure such failure, or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

**2.23 PUBLIC RECORDS LAW**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the Contract, if Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to the Town, to transfer to the Town all public records in possession of Proposer or keep and maintain public records required by the Town to perform the service. If Proposer transfers all public records to the Town upon completion of the Contract, Proposer shall destroy any duplicate public records which are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the Contract, Proposer shall meet all

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; PHONE: (954) 434-0008; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

**2.24 CONTRACT PROVISIONS (EXHIBIT "A")**

**Agreement**

The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

**Authorization to Sign**

In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

**2.25 INSURANCE REQUIREMENTS**

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

Where a consultant is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Consultant shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer (or his agents) or any person or subcontractor the Proposer utilizes in the completion of his contract as a result of the Proposal. Consultant shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal

response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive or otherwise.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

**2.26 WORKER'S COMPENSATION**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

**2.27 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Consultant shall carry business automobile liability insurance with minimum limits of Two Hundred and Fifty Thousand Dollars (\$250,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be 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 all owned vehicles and all hired or non-owned vehicles.

**2.28 COMMERCIAL GENERAL LIABILITY:**

Consultant shall carry Commercial General Liability Insurance with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) per occurrence combined single limit for bodily injury and property damage, and not less than Five Hundred Thousand Dollars (\$500,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

**2.29 PROFESSIONAL LIABILITY**

If the Proposer is to provide professional services under this agreement, the Proposer must provide the Town with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

**\*All insurance policies shall name and endorse the following as “Additional Named Insureds”:**

TOWN OF SOUTHWEST RANCHES  
Attn: Russell Muniz, Town Administrator.  
13400 Griffin Road.  
Southwest Ranches, FL 33330

**\*The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

**Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.**

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

### **2.30 COMMENCEMENT OF WORK**

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town’s obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

### **2.31 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY**

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.



Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification, or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

### **2.32 DISCLOSURE OF OWNERSHIP INTEREST**

The Disclosure of Ownership Interest Affidavit (“DOIA”) (Appendix “C”) must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

### **2.33 CONFLICT OF INTEREST**

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

### **2.34 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES**

Pursuant to the provisions of 287.133(2)(a), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix “E”) and submit it with its proposal.

## **SECTION 3 BACKGROUND**

The employees of the Town of Southwest ranches serve a population of approximately 8000 residents. The Town has 17 full-time, and 2 part-time established positions consisting of leadership, professional, and administrative support job classifications.

### **SCOPE OF SERVICES**

#### GENERAL

The newsletters are 11" x 17" folded pages that are saddle stitched (stapled) in accordance with USPS mailability guidelines. The newsletter is a bi-fold, 8 ½" x 11", 16-page, full color newsletter with a full color cover of 10 pt (80lb).

Examples of previous newsletters can be found at [www.southwestranches.org](http://www.southwestranches.org).

The contractor will print 2,500 newsletters monthly with a minimum of thirty (30) of those to be delivered to Southwest Ranches Town Hall.

#### NEWSLETTER CONTENT

Photographs and newsletter copies will be provided electronically by the Town of Southwest Ranches. Stock photos that the vendor has will be allowed but must be approved by the Town of Southwest Ranches.

The Town of Southwest Ranches will provide the Firm with draft content for each newsletter edition in Word format PDF, Excel (at times) Photoshop, if necessary, on occasion, additional content such as photos, images, logos, and/or clip art may be provided in conjunction with specific articles or news stories. Such documents will likely be in pdf, gif, jpg and/or png formats.

#### PROOFS

The contractor will layout, edit and proof the newsletter for spelling and grammatical errors and provide at least two (2) proofs to be reviewed and approved by Town staff, before issuing a final product. Printer must present digital proofs within 2 business days of receipt of files.

#### INITIAL DESIGN SET UP

The Firm shall assist Town staff in the initial ONE-TIME design and layout of the newsletter including, but not limited to, paper selection, font(s), coloring, template design, formatting, file type(s), and resolution. Newsletter Production. On a monthly basis the Firm shall receive Content from the Town in one of the electronic file formats named above. The Firm shall provide design, publishing, and mailing services that include spelling and grammatical editing of article content.

#### FREQUENCY

Monthly Estimated Quantity 2,500 per month per Issue.

#### PAPER

8.5 x 11, double sided

**Paper:** 80.0lb (10pt) Gloss text stock.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**Paper:** Recycled paper is requested.  
**Finishing:** Saddle stitched (stapled)

Proposers shall also include pricing for the following that the Town may choose as an alternate:

**Paper** 80.0 lb Gloss Cover Gloss Aqueous (GAQ)  
**Paper** 80.0 lb Gloss Text Gloss Aqueous (GAQ)  
**Ink** 4/4+ Gloss UV on Front Cover and Back Cover  
**Finishing** Trim , Fold, Saddle Stitch, carton pack

PRINTING

Printing should be done on a four-color offset press. Alternate suggestions will be taken into consideration.

BINDING

Newsletter should be folded in half and saddle stitched (stapled) center. Additional suggestions will be taken into consideration.

EXCEPTIONS

The July issue (one time a year) is the hurricane issue which may add an additional eight (8) pages to the newsletter and will impact the cost for that month only.

DELIVERY

Target dates for release to the Post Office will be prior to, or on, the 20th of each month or no more than five (5) business days after approval of proof. Failure to meet deadlines may result in termination of the contract.

The vendor is responsible for postage, printing and sealing the newsletters and preparing them for distribution. The contractor will be responsible for delivering approximately 2,500 copies to the Post Office with postage included at the printers' expense.

Thirty (30) printed newsletters will be delivered and boxed to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.

The contractor will also provide a final electronic version to the Town of Southwest Ranches for publication on the Town's website.

The Town will provide addresses initially, but once a year the company should be responsible for updating addresses. From time-to-time additional addresses will be added and sent to printer at no expense to the Town.

## EVALUATION OF PROPOSALS

Pursuant to the Request for Proposals (RFP), TOWN is soliciting interested firms, or individuals to submit qualifications statements, performance data and other information relative to the proposed project. Responses to this RFP will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator in accordance with the list of evaluation criteria set forth in this RFP, and the terms of this RFP. Firms and individuals, who do not provide the information requested or which failed to meet the minimum qualification criteria shall be disqualified from further consideration. Selection of a firm or individual shall be in accordance with this RFP and the Town’s Procurement Code.

After review of all submissions, the selection committee may short list the firms and or individuals and may require public presentations by no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services. The Town shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In the event that the Town receives less than (3) responses from qualified firms, then the minimum number for short listing and ranking purposes shall not apply. In determining whether a firm is qualified, the Town shall consider such factors as: the ability of professional personnel; past performance for similar work including the successful completion of drafting Requests for Proposals (RFP) for other government agencies; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms. After firms are qualified and short listed, those firms will be notified by telephone within twenty-four hours, followed-up by email, and advised of date, time, and location of formal presentations, if required. The Selection Committee will vote on a final ranking after the presentations. Each voting member of the Selection Committee will indicate their choice of firms for final ranking in accordance with the terms of this RFP including the evaluation criteria. Once the firms are short-listed, the price proposals of the shortlisted firms shall be opened and may be considered by the Committee during the ranking.

As the best interest of the Town may require, the right is reserved to reject any and all responses or waive any minor irregularity or technicality in responses received.

Proposals shall be evaluated based on the following point system:

<b>Evaluation Criteria</b>	<b>Points</b>
1. Cost	40
2. Quality of Proposal Submission and Samples of Previous Work	30
3. Qualifications	20
4. References	10
<b>TOTAL</b>	<b>100</b>

**Proposals shall include a cover letter. The letter must be signed by an authorized agent.**

The submitted Proposal should be prepared succinctly, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP.

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

Proposers should address the following in their Proposal:

- a. The name, experience of the vendors submitting, and key personnel.
- b. Qualifications. Description of Firm's qualifications, experience, and involvement in projects of similar size and scope and no less than five examples of work products (work should be from the previous 12 months).
- c. Production Workflow. Describe the proposed production workflow including initial design set up, transferring of content, design, production, mailing, and other relevant processes involved.
- d. Statement of local availability and degree of accessibility to the Town.
- e. List of contracts for such services with other governmental entities, if any.
- f. References. Include the names of at least three professional references (preferably municipal), along with address and telephone information. The proposers grant the town permission to contact said references and ask questions regarding prior work performance.
- g. Schedule of Charges. Using the attachment titled Schedule of Charges, provide unit pricing for each item listed, describe any additional costs as needed, and include any increases or adjustments for option years.
- h. Other services available

## **SECTION 4 SPECIAL PROVISIONS**

### **PAYMENT**

Proposer shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Proposer for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Proposer's failure to comply with terms, conditions, or requirements of the Agreement.

**APPENDIX A**  
**OFFEROR'S QUALIFICATION STATEMENT**  
[Please print clearly]

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEIN: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ STATE OR COUNTY: \_\_\_\_\_

LICENSE TYPE: \_\_\_\_\_  
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_  
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: \_\_\_\_\_

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

PROPOSER'S ADDRESS: \_\_\_\_\_

PROPOSER'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

PROPOSER'S EMAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

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

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

(If the Proposer is a Corporation, affix corporate seal)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**APPENDIX B  
PRICE SCHEDULE**

<b>Description</b>	<b>Amount Per Month</b> <b>Paper</b> 80.0lb (10pt) Gloss text stock. <b>Ink</b> 4/4+ Gloss <b>Finishing:</b> Saddle stitch	<b>Amount Per Month (Alternate)</b> <b>Paper</b> 80.0 lb Gloss Cover Gloss Aqueous (GAQ) <b>Paper</b> 80.0 lb Gloss Text Gloss Aqueous (GAQ) <b>Ink</b> 4/4+ Gloss UV on Front Cover and Back Cover <b>Finishing</b> Saddle Stitch
Design and Layout Charges	\$	\$
Printing 16-page	\$	\$
Delivery and Postage	\$	\$
<b>TOTAL (Monthly)</b>	\$	\$
Additional 4-pages, as needed	\$	\$

**Vendor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Note: Rates for Additional professional Services:

If it should become necessary for the Town of Southwest Ranches to request the Consultant to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm.

Any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in this RFP. (Appendix B)

**NOTE:** Any discrepancy between the written and numerical, the written prevails.

**APPENDIX C**  
**DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT**

**TO: TOWN OF SOUTHWEST RANCHES**  
**OFFICIALLY DESIGNATED REPRESENTATIVE**

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

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or

the \_\_\_\_\_ of \_\_\_\_\_.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant’s address is: \_\_\_\_\_

3. Attached hereto as Exhibit “A” is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches’ policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

**[Signatures on next page]**



TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

*AFFIANT FURTHER SAYETH NAUGHT.*

\_\_\_\_\_  
Affiant  
\_\_\_\_\_

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_



**APPENDIX D  
DRUG FREE WORKPLACE**

Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

**PROPOSER FIRM:** \_\_\_\_\_

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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.

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

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

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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 prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

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 Proposals or applies to Proposal 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 “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. 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 its 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.

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 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.

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

PROPOSER: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_ (name of person acknowledging).

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

**APPENDIX F**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ ) ss:

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/She is the \_\_\_\_\_(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

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

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

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

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_ (name of person acknowledging).

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

My Commission Expires \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)



**APPENDIX G**  
**ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Certified By: \_\_\_\_\_  
(type or print)

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_









**APPENDIX L**  
**PROPOSAL BOND - Not Applicable**

Bond No. \_\_\_\_\_

**PROPOSAL BOND**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated \_\_\_\_\_ 20\_\_ for

NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

PROPOSER: \_\_\_\_\_

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

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

IN PRESENCE OF: \_\_\_\_\_  
(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

SURETY: \_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: \_\_\_\_\_

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

Date: \_\_\_\_\_

**APPENDIX M**  
**GOVERNMENTAL CONTACT INFORMATION**

Please list name of agency, address, phone number, contact person and email of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON &amp; EMAIL</b>

Proposer's Firm: \_\_\_\_\_



**APPENDIX N**  
**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

\_\_\_\_\_, hereby acknowledges and agrees that as Consultant for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to \_\_\_\_\_'s failure to comply with such regulations.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONSULTANT

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

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

Date: \_\_\_\_\_

Proposer's Firm: \_\_\_\_\_

**APPENDIX O**  
**PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all qualification certificates and licenses required to be held by the Consultant by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on another consultant to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

\_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email: \_\_\_\_\_

Consultant's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

PROPOSER FIRM: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_ day of \_\_\_\_\_, 2024,

by \_\_\_\_\_ (name of person acknowledging).

Notary Public - State of \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

(Printed, typed, or stamped commissioned name of notary public)

**APPENDIX P**  
**PROPOSER EXPERIENCE**

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RFP.

Proposer (company name): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Number of years in business: \_\_\_\_\_ Years  
Address of nearest facility: \_\_\_\_\_  
\_\_\_\_\_

Provide three (3) companies or governmental agencies where these services have been provided (attach matching letters of recommendation):

1. Company Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Project: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Project: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ ( ) \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Project: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_

**APPENDIX Q**  
**ACKNOWLEDGEMENT OF ADDENDA**

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

**[Remainder of page intentionally left blank]**

**APPENDIX R**  
**LIABILITY CLAIMS**

Please list the following information for all/any Liability Claims for the past ten (10) years. If none state NONE:

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_

2. Contact information for Project Owner:  
a. Name: \_\_\_\_\_  
b. Address: \_\_\_\_\_  
c. Phone: \_\_\_\_\_  
d. Email: \_\_\_\_\_

3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_

4. Date of Claim: \_\_\_\_\_

5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If applicable:  
a. Court Case Number: \_\_\_\_\_  
b. County: \_\_\_\_\_  
c. State: \_\_\_\_\_

PROPOSER FIRM: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**APPENDIX S**  
**W-9**

**INSERT IRS FORM W – 9**  
**Must be the current IRS form October 2018 revision,**  
**signed, dated and legible W-9**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**APPENDIX T**  
**PROOF OF INSURANCE**

**INSERT PROOF OF INSURANCE**



**\* APPENDIX U**  
**STATEMENT OF NO RESPONSE**

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Emil C. Lopez  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: elopez@swranches.org

REASONS

1. \_\_\_\_\_ Do not offer this product/service or equivalent.
2. \_\_\_\_\_ Schedule would not permit.
3. \_\_\_\_\_ Insufficient time to respond to solicitation.
4. \_\_\_\_\_ Unable to meet specifications / scope of work.
5. \_\_\_\_\_ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. \_\_\_\_\_ Specifications not clear.
7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: \_\_\_\_\_  
\_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_) \_\_\_\_\_      DATE: \_\_\_\_\_

**APPENDIX V**

**44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant's Authorized Official

\_\_\_\_\_  
Name and Title of Consultant's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX W**  
**INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING**

**PROVIDE PROOF OF E-VERIFY REGISTRATION**

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

To Enroll in E-Verify, Go to <https://idp.uscis.gov/enroll/Everify> - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)
2. Scroll down on the following screen for the link "view/print MOU."

**DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.**

E-Verify Information:

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:
  - a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  - b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

**APPENDIX X**  
**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**  
**(2 CFR 200 COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**B. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**E. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

**F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

**H. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

**I. NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with

reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

**L. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

**M. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

**N. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

**P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

**Q. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

**R. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

**EXHIBIT A - AGREEMENT**



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

---

FOR

NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001



TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**AGREEMENT FOR  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and \_\_\_\_\_ (hereinafter referred to as “Consultant”).

**WHEREAS**, the Town desires to contract for Consultant Services to provide professional services related to the Newsletter Design, Print and Delivery (the “Project”); and

**WHEREAS**, the Town advertised a Request for Proposals (RFP), RFP No. 24-001 on \_\_\_\_\_; and

**WHEREAS**, \_\_\_\_\_ proposals were received by the Town on \_\_\_\_\_; and

**WHEREAS**, the Town has adopted Resolution No. 2024- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected \_\_\_\_\_ for award of the Project; and

**WHEREAS**, Consultant’s Proposal is attached to this Contract as Exhibit “A1” and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

**Section 1: Scope of Services**

- 1.1 Upon execution of this Contract, Consultant agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Consultant’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Consultant shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Consultant shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for consultant services to update the methodology and fees for the fire assessment program performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

**Section 2: Term of this Contract and Contract Time**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

- 2.1 The Town and Consultant agree that Consultant shall perform all Work under this Contract for:  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001
- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Consultant waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The term of the contract will be three (3) years with the option to renew it for an additional three (3) years.

**Section 3: Compensation & Method of Payment**

- 3.1 Consultant shall render all Work to the Town under the Contract for a total monthly, not to exceed, \_\_\_\_\_ ( \_\_\_\_\_ dollars) (“Contract Price”).
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Consultant in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other

documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

- 3.5 A monthly payment invoice must be accompanied by written notice from Consultant that the Work is complete. Consultant's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Consultant's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Consultant to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Consultant without prior written approval of the Town.

**Section 4: Assignment**

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Consultant, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

**Section 5: Insurance**

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Consultant shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Consultant's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Consultant's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Consultant shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

- 5.6 Consultant shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be 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 all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY**: Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
  - D. **PROFESSIONAL LIABILITY INSURANCE**: in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.
- 5.7 Consultant shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Consultant's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

13400 Griffin Road  
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.  
Government Law Group, PLLC  
200 South Andrews Avenue  
Suite 601  
Fort Lauderdale, Florida 33301

- 5.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Consultant's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Consultant's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONSULTANT SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is

named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

- 5.18 Notwithstanding any other provisions of this Contract, Consultant's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

**Section 6: Copyrights and Patent Rights**

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Consultant agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

**Section 7: Laws and Regulations**

Consultant agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

**Section 8: Taxes and Costs**

All federal, state and local taxes relating to Consultant's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Consultant.

**Section 9: Indemnification**

To the fullest extent permitted by Florida law, Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

**Section 10: Non-discrimination**

Consultant shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Consultant shall take affirmative action to ensure that applicants, subcontractors, independent consultants, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Consultant shall comply with all applicable sections of the Americans with Disabilities Act. Consultant agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Consultant, its successors, transferees, and assigns for the period during which Work is provided. Consultant further assures that all subcontractors and independent Consultants are not in violation of the terms of this Section of the Contract.

**Section 11: Sovereign Immunity**

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

**Section 12: Prevailing Party Attorneys' Fees**

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

**Section 13 No Third Party Beneficiaries**

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

**Section 14: Funding**

The obligation of the Town for payment to Consultant for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 15: Manner of Performance**

Consultant agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Consultant agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Consultant represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Contract.

**Section 16: Public Records**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Consultant acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

To the extent that Consultant has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to the Town, to transfer to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954)434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.**

**Section 17: Termination**

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable



TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Consultant, the Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Consultant for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Consultant for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Consultant's violation of the Public Records Act;
  2. Consultant's insolvency, bankruptcy or receivership;
  3. Consultant's violation or non-compliance with Section 10 of this Contract;
  4. Consultant's failure to maintain any Insurance required by Section 5 of this Contract; or
  5. Consultant's violation of Section 18 of this Contract.

If Consultant's services are terminated, the termination will not affect any rights or remedies of the Town against Consultant, then existing, or which may thereafter accrue. Any retention or payment of moneys due Consultant by the Town will not release Consultant from liability.

**Section 18: Public Entity Crimes Information Statement**

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Consultant shall result in the Town's immediate termination of this Contract.

**Section 19: Use of Awarded Proposal by Other Governmental Units**

Consultant agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Consultant's provision of Work or services to any other governmental unit.

**Section 20: Change Orders and Modification of Contract**

The Town and Consultant may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Contract.

**Section 21: No Waiver of Rights**

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Consultant's performance of the Work under this Contract, and Consultant shall be and remain liable to the Town for all damages to the Town caused by Consultant's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

**Section 22: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

**Section 23: WAIVER OF RIGHT TO JURY TRIAL**

**By entering into this Contract, CONSULTANT and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.**

**Section 24: Gender**

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

**Section 25: Time is of the Essence**

Time is of the essence for all of Consultant's obligations under this Contract.

**Section 26: Days**

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

**Section 27: Written Mutual Agreement**

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

**Section 28: No Amendment or Waiver**

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

**Section 29: Severability**

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

**Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable**

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

**Section 31: Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.  
Government Law Group, PLLC  
200 South Andrews Avenue  
Suite 601  
Fort Lauderdale, Florida 33301

If to Consultant:

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

**Section 32: Miscellaneous**

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of the Town. In the event of termination of this Contract for

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of the Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Consultant shall be withheld until all documents are received by the Town as provided herein.

- B. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.
- C. Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Contract. Consultant agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Consultant is permitted to utilize subcontractors to perform any services required by this Contract, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- D. Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall

TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- F. **Joint Preparation.** The Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- G. **Drug-Free Workplace.** Consultant shall maintain a drug-free workplace.
- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. **Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. **Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
NEWSLETTER DESIGN, PRINT AND DELIVERY  
RFP NO. 24-001

**IN WITNESS WHEREOF**, the parties have made and executed this Contract on the respective dates under each signature: \_\_\_\_\_ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2024.

**WITNESSES:**

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

**CONSULTANT:**

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

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

\_\_\_\_\_ day of \_\_\_\_\_ 2024

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Russell Muñiz, Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
Debra Ruesga, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney