

CITY OF GREENACRES PALM BEACH COUNTY, FLORIDA



REQUEST FOR PROPOSALS (RFP)

Website Design, Development and Implementation

RFP No. 17-001

RFP Issuance Date: June 12, 2016

Proposals Due: July 12, 2016

Issued By: Monica Powery, CPPB

Purchasing Administrator

5800 Melaleuca Lane | Greenacres, FL 33463 | ☐: 561-642-2039 | ☐: 561-642-2037 | ☐

mpowery@ci.greenacres.fl.us



CITY OF GREENACRES, FLORIDA
ADVERTISEMENT FOR PROPOSALS

WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

RFP NO. 17-001

The City of Greenacres, Florida is soliciting proposals from experienced and qualified proposers providing web design and a non-proprietary, open source content management system services. The City's goal is to update our current website to enhance the user experience, simplify content management, and provide better information and customer service to the community while meeting high standards for design quality, visual appeal and new design that represents the prestige of our City. The site that needs to be redesigned and implemented is <http://www.ci.greenacres.fl.us>.

Sealed proposals must be received on or before **Wednesday, July 12, 2016 at 3:00 PM** at the address below:

City of Greenacres
Purchasing Office, City Hall
5800 Melaleuca Lane
Greenacres, Florida 33463

All proposals shall be submitted with an original and five (5) copies in sealed envelopes/packages addressed to the Purchasing Administrator and marked "**RFP NO. 17-001 – WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION**". Any proposal received after the designated date will be returned unopened.

Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents from the City's Website at www.ci.greenacres.fl.us/dept_finance/bids or by contacting the Purchasing Division at 5800 Melaleuca Lane, Greenacres, Florida 33463, Telephone (561) 642-2039.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award this item to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Purchasing Administrator

Dated: June 12, 2016
Published: Palm Beach Post



CITY OF GREENACRES
REQUEST FOR PROPOSALS

WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
RFP NO. 17-001

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CITY OF GREENACRES

SECTION I – GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and proposal forms. The proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the proposer to ensure that his/her proposal reaches the Purchasing Division on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The RFP time must be and shall be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Such proposals shall be returned to the proposer unopened.

All proposals must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Proposers shall not be allowed to modify their proposals after the closing date and time. Proposal files may be examined during normal working hours, after RFP closing, by appointment only.

For information concerning this RFP, please contact:

City of Greenacres
Purchasing Division
5800 Melaleuca Lane
Greenacres, FL 33463-2399
(561) 642-2039

2. INQUIRIES:

Interested proposers may contact the City's Purchasing Administrator, Monica Powery, CPPB, with questions about the RFP by e-mail at mpowery@ci.greenacres.fl.us. The Purchasing Division is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the City Purchasing Administrator through written communication. The Purchasing Administrator will receive written requests for clarification concerning the meaning or interpretations of this RFP, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

3. RFP TABULATION:

Proposers may download the RFP tabulation directly from the Internet at www.ci.greenacres.fl.us/dept_finance/bids. The City does not notify unsuccessful proposers of agreement awards.

4. POSTING OF RFP TABULATIONS:

RFP tabulations with recommended awards will be posted for review by interested parties at the Purchasing Division Website prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar

days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

5. RFP FORMS:

Proposers must use the original Proposal Form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposals on proposer quotation forms will not be accepted. Proposers may use an attachment as an addendum to the Proposal Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's proposal and presented in the form of an addendum to the original RFP documents.

6. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

7. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of changes in scheduled due dates by written addenda.

8. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful proposer to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this RFP, however, the successful proposer must pay any applicable City Occupational License fees.

9. CERTIFICATIONS:

When applicable, proposer must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with proposal and must be in the name of the proposer shown on the Proposal page.

10. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor

11. AWARDS:

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A proposer desiring to propose "No Charge" must so indicate, otherwise the proposal will be construed as incomplete and may be rejected.

12. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the RFP, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, proposers are advised that any agreement that may result from the RFP may deviate from the sample agreement.

It is expressly agreed that the proposer is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to proposer's sole direction, supervision and control. Proposer shall exercise control over the means and manner in which it and its employees perform and work. In all respects proposer's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original RFP terms and conditions, purchase order, and proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the proposer. Any additional contract or agreement requested for consideration by proposer must be attached and enclosed as part of the proposal.

13. SUBCONTRACTING:

If a proposer subcontracts any portion of services provided under a resulting agreement for any reason, proposer must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with proposal response and approved by the City. The City reserves the right to reject a proposal, of any proposer, if the proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the RFP documents to the proposer, or the proposer shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the proposer to ensure that insurance and licenses required by this agreement are in effect.

14. PRICE/DELIVERY:

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (proposer) pays and bears freight charges, proposer owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the RFP specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the proposal form, the proposer must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this RFP are to be made during the normal working hours of the City. Time is of the essence and the proposer's delivery date must be specified and adhered to. Should the proposer, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

15. NEWS RELEASES:

The proposer shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this RFP or the service, study or project to which it relates.

16. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this RFP, or to delete any portion of the scope of services at any time.

17. QUANTITIES:

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

18. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all proposal and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

19. NO BID:

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the proposer does not wish to be considered for future bids/RFPs.

20. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.

21. MISTAKES:

In the event of extension error(s) the unit price will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Proposers must check their proposal where applicable. Failure to do so will be at the proposer's risk. Proposals having erasures or corrections must be initialed in ink by the proposer.

22. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

23. PAYMENT:

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

24. DISCOUNT:

Proposers may offer a discount for prompt payment. However, such discounts will not be considered for evaluation purposes, unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the RFP evaluation in the unit price.

25. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the City Manager.

26. TERMINATION:**a. Termination for Cause**

If, through any cause, the proposer shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the proposer shall violate any of the provisions of the Purchase Order, the City may upon written notice to the proposer, terminate the right of the proposer to proceed under the Purchase Order, and may hold the proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the proposer under the agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The proposer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the proposer, and the City may withhold any payments to the proposer for the purpose of off set until such time as the amount of damages due the City from the proposer is determined. The proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the proposer a thirty (30) day written notice.

27. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

28. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

29. CODES AND REGULATIONS:

The proposer must strictly comply with all Federal, State and local building and safety codes.

30. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful proposer. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall

any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

31. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility.

- (a) Proposers doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a proposer submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from proposers who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) 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 proposal on an agreement to provide any goods or services to a public entity, may not submit a proposal on an agreement 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement 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 (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

32. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer and the City for any terms and conditions not specifically stated in the Request for Proposal.

33. INDEMNIFICATION:

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with proposer's performance under this agreement, proposer's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the proposer or any breach of the items of this agreement; provided, however, the proposer shall not be responsible to the City for damages resulting out of bodily injury or to property which proposer can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the proposer's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the proposer;

or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the proposer under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the City.

The proposer acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded proposer, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

34. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

35. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the proposer's firm or any of its branches.

36. NON-COLLUSION:

Proposer, by submitting a proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a proposer is interested will be rejected.

37. CODE OF ETHICS:

If any proposer violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this RFP, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the City of Greenacres.

38. GOVERNING LAW AND VENUE:

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

39. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

40. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

41. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the proposer and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

42. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after closing, whichever occurs first, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

43. RECORDS/AUDITS:

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

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) 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 the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

44. PUBLIC RECORDS CUSTODIAN:

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

**CITY CLERK
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
DMCGREW@CI.GREENACRES.FL.US**



CITY OF GREENACRES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. **INTRODUCTION:**

The City of Greenacres, Florida is soliciting proposals from experienced and qualified proposers providing web design and a non-proprietary, open source content management system services. The City's goal is to update our current website to enhance the user experience, simplify content management, and provide better information and customer service to the community while meeting high standards for design quality, visual appeal and new design that represents the prestige of our City. The site that needs to be redesigned and implemented is <http://www.ci.greenacres.fl.us>.

2-2. **DEFINITIONS:**

- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFP.
- **Proposer:** Company/person that submits a proposal. An Offeror.

2-3. **PROPOSAL SUBMISSION AND WITHDRAWAL:**

The proposals, consisting of **one original and five (5) copies** shall be submitted within a sealed envelope or package clearly marked on the outside of the package as follows: **RFP NO. 17-001 – WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION**. The package shall also include the proposer's return address. Proposals must be received by **3:00 pm on July 12, 2016** at the following address:

**CITY OF GREENACRES
PURCHASING DIVISION
CITY HALL
5800 Melaleuca Lane
Greenacres, Florida 33463**

The proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium. The City assumes no responsibility for proposals received after the advertised closing or at any office or location other than that specified herein, whether due to mail delays or other reasons. Proposals may not be faxed or submitted electronically. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the proposer. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 642-2039, before the proposal closing time.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Proposal must be completed and manually signed by the authorized representative in the space provided. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Any one signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so.

The proposal format is outlined in Section V of this RFP.

2-4. ADDENDA:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each proposer, during and prior to RFP submittal to visit the City of Greenacres Website at http://www.ci.greenacres.fl.us/dept_finance/bids.htm or contact the Purchasing Division at (561) 642-2039 to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP closing will not be binding.

The City may issue written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. All addenda issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time of submittal.

2-5. PROPOSER'S RESPONSIBILITY:

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

2-6. COMPETENCY AND MINIMUM QUALIFICATIONS OF PROPOSERS:

Proposals will only be considered from proposers which are regularly engaged in the business of providing services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFP. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine proposer's ability to perform. The City reserves the sole right to determine if a proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The proposer shall submit the following information with the proposal. This information, along with any other data the City considers pertinent, will be used in determining if the proposer is qualified to provide the work specified.

- a. Verification of the number of continuous years the proposer has been in business under the same ownership and management. Proposals will only be considered from proposers in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in the RFP document.
- b. A minimum of five (5) references for similar work with other governmental entities shall be provided. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.
- c. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- d. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.

- e. Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. **No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet.** The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

- f. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Greenacres.
- g. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.

2-7. INSURANCE REQUIREMENTS:

The awarded proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing agreement.

The proposer shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Firm shall specifically protect the City by naming the City of Greenacres as an additional insured under the Policy or certificate.

Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

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

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The proposer shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

Proposer hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by Proposer.

2-8. AGREEMENT AWARD & TERM:

The City anticipates entering into an agreement with the proposer who will be the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFP. The recommendations of the selection committee for the final ranking of Proposers will be presented to the City Council for approval. Any agreement issue as a result of this RFP will be for an initial term of one (1) year with options for four (4) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement. Any renewal will be subject to the appropriation of funds by the City Council.

The proposer understands that this RFP does not constitute an offer or agreement with the proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The City reserves the right to cancel the RFP or portions thereof without penalty. The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

2-9. CITY CONTRACT COORDINATOR:

The City Contract Coordinator for this project will be Monica Powery, Purchasing Administrator, and the telephone number is (561) 642-2039. After an agreement has been executed, all communications and correspondence shall be directed to Monica Powery, Purchasing Administrator, 5800 Melaleuca Lane, Greenacres, FL 33463, mpowery@ci.greenacres.fl.us.

2-10. VENDOR SERVICE REPRESENTATIVE:

The proposer shall submit with their proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

2-11. COPYRIGHT OR PATENT RIGHT:

Proposer warrants that there have been no violations of copyright or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this RFP, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violations.



CITY OF GREENACRES

SECTION III – SCOPE OF WORK

3-1. **BACKGROUND:**

The City of Greenacres, incorporated in 1926, is located in the central part of Palm Beach County, Florida, approximately five miles from the Atlantic Ocean. The City has a land area of 5.82 square miles with a population of 38,943 (BEER Estimate 2015), making the City the eighth largest of the 38 cities in the county. The City provides a complement of municipal services including Fire and Emergency Medical Services, Parks and Recreation, Planning & Engineering, Building, and Public Works.

The City of Greenacres mission is to continually improve the quality of life by providing the best and most cost efficient public services and facilities to exceed the expectations of City residents and businesses. Some of the City's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. Our vendors are truly partners in meeting our commitments to the community, and in support of the mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

3-2. **SCOPE OF WORK:**

Website Design

1. The selected proposer will be responsible for providing three (3) website design concepts that are in accordance with the City's design standards and branding requirements. The look and feel implemented need to be consistent throughout the City's website. For this task, the proposer is required to propose a detailed approach and methodology for the website design.
2. The selected proposer will be responsible for proposing navigation design wireframes that include an updated architecture of the content of the website in order to simplify its management. This architecture must be designed by keeping in mind that the content presented will be directed towards the City's citizens, businesses, and visitors. For this task, the proposer is required to propose a detailed approach and methodology for the architecture design.
3. An integration strategy with existing City applications, third-party applications, and transitions to external sites and other services need to be proposed in order to maintain a consistent flow of information with the look and feel of the site. The selected proposer will be responsible for providing the templates, style sheets, and other files necessary for the implementation of the recommendations made. For this task, the proposer is required to propose a detailed approach and methodology for the integration strategy.

Hosted Solution

The City of Greenacres is seeking to have a hosted solution for the new website. Proposer is to provide the City with Maintenance and Hosting Solutions:

- a. Website Hosting
- b. Website Maintenance and Support for 5 years
- c. Technical Support

Website Content Management System (WCMS), Installation and Implementation

The selected proposer must deliver to the City a new, fully operational Website Content Management System. Proposers are encouraged to carefully review the City's existing websites which will define the baseline requirements. The proposed Website Content Management System needs to support large amounts of content. The current site hosts approximately 150 pages.

1. Website Content Management System (WCMS) Solution shall at a minimum perform the following:

- a. Provide a comprehensive "full function", easy to use web based solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc. Use of the Website Content Management System should not require content editors to know HTML, CSS, XML, XSL, PHP, Java, etc.
- b. Provide the ability to update content automatically upon approval of edited pages.
- c. Provide ability for City staff to both edit and approve content (through an agreed upon workflow and based on user rights) for their assigned areas of responsibility.
- d. Ensure that deleted pages will not be accessible via search.
- e. Provide the ability during editing to resize pictures proportionately once downloaded on a page.
- f. Provide spell-check and grammar correction functionality.
- g. Due to ADA requirements, implement features that would not allow creating or saving changes to a page if it does not contain all ALT tags and/or other required Metadata.
- h. Provide the ability to post multiple file types on web pages for viewing and/or downloading (e.g. .jpg, .gif, pdf, etc.).
- i. Provide ability to upload content to enable the public to view video, listen to audio, and/or view photo galleries.
- j. Provide staff the flexibility to determine size and position of page features such as photographs.
- k. Provide solution that supports replicating navigation and menu changes to all related pages automatically with no additional data entry or steps.
- l. Provide the ability for staff to add, change, and/or delete links between pages and/or to other websites as needed.
- m. Support the optimization of pictures and graphic files for quickest page loading.
- n. Provide the capability to create and manage document libraries/galleries to support organizing and publishing documents according to subject matter.
- o. Support the versioning and indexing of content to meet legal and policy-based records retention schedules.
- p. Ability to support multi-lingual content integration with Google Translate, or similar program.
- q. Ability to allow third party applets, such as widgets, to extend the functionality of the website.
- r. Ability to restore deleted page(s).

2. Website Requirements

- a. Conform to current American with Disabilities Act (ADA), Section 508 accessibility standards.
- b. Provide uniformity of design that is visually appealing, intuitive, and easy to use.
- c. Provide features and functionality that exist on current website. (Proposers are strongly encouraged to carefully review the City's existing web presence).
- d. Provide the ability for departments to have the flexibility to differentiate their pages from the City's primary home page without compromising the consistent look and feel of the overall site.

- e. Provide a citizen-centric navigation scheme that improves the ability for users to quickly find and navigate desired services or information.
- f. Provide the capability for selected pages (i.e. City's home page and selected department-level home pages) to display a "slideshow" or "slider" where fresh pictures and information are displayed and change automatically in a repetitive fashion.
- g. Provide users an easy to use site search capability (i.e. Google or similar look and feel and functionality preferred) that prioritizes and places the most relevant and recent content at the top of the search results screen.
- h. Provide a site map feature that automatically updates to reflect any site adds/changes/deletions.
- i. Provide consistent dropdown menus on all pages, with the ability for City trained staff to change the menus as needed.
- j. Provide users with a printer-friendly page capability on every site page.
- k. Support all major operating systems (i.e. Windows, Apple, iOS, Android, etc.) as well as current and future versions of commonly used browsers (e.g. Internet Explorer, Safari, Firefox, and Chrome).
- l. Provide responsive design in order to provide seamless access to the website from all major mobile devices (i.e. iPhones, iPads, Android phones, tablets, etc.) so that pages render efficiently and are easy to view and navigate regardless of screen size.
- m. Provide integration to social media and networking (i.e. Twitter, Facebook, Flickr, YouTube, Instagram, etc.) sites.
- n. Provide the ability to display rotating or scrolling banners with associated hyperlinks.
- o. Provide site usage and other statistics to allow the City to analyze and optimize the site based on user behaviors. The City currently uses Google Analytics.
- p. Provide "breadcrumb" or similar navigation aide.
- q. Provide common or quick links on the home page.
- r. Support ability to display streaming video.
- s. Provide seasonal background/color/style themes that can be quickly and easily be changed by City's website administrators.
- t. Provide a solution that eliminates or minimizes the potential for duplicate documents, forms, and other material as various pages are updated.
- u. Provide innovative ideas and recommendations for maximizing the City's web presence.
- v. Provide any additional recommendations that may not be covered in the prior requirements.

Content Migration

The selected proposer will be responsible for the migration of all content of <http://www.ci.greenacres.fl.us> to the new sites. City website administrators will be available to assist the selected proposer in this task. For this task, the proposer is required to propose a detailed approach and methodology for the content migration from the existing sites to the new sites.

Training

The selected proposer will be responsible to train the City's designated employees and website administrators on how to use and manage the Website Content Management System. For this task, the proposer is required to propose a detailed training approach and methodology.

Support Services

The City is requiring that the selected proposer provide support services for the original one (1) year term of Agreement. The service must include website design support and refresher training for content editors and website administrators. Additionally, proposer shall stipulate the cost of support for the renewal terms for up five (5) years.



CITY OF GREENACRES

SECTION IV – EVALUATION AND AWARD PROCESS

4-1. PROCESS TIMETABLE:

- | | |
|--|---------------|
| d. Advertisement | June 12, 2016 |
| e. All written questions and inquiries due by 5:00 P.M. | July 2, 2016 |
| f. All addendums shall be issued on or before 5:00 P.M. | July 5, 2016 |
| g. Proposals due no later than 3:00 P.M. | July 12, 2016 |
| h. Review to review proposals | |
| i. Discussion/short list meeting | |
| j. Presentation | |
| k. Final Ranking | |
| l. Posting of recommendation five workdays prior to award by City Council. | |
| m. Award by City Council | |
| n. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. | |
| o. Notice to Proceed. | |

4-2. REVIEW OF PROPOSALS:

Each proposal will be reviewed by the Purchasing Division to determine if the proposal is responsive to the submission requirements outlined in the RFP. Only the proposals determined to meet the mandatory requirements, and which are responsive and responsible, will be given to the Selection Committee to review. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

4-3. EVALUATION PROCESS:

The purpose of the Evaluation Process is to judge the proposals submitted in response to the Request for Proposal to establish the highest ranked Proposer. Each proposal will be evaluated by the selection committee using the criteria outlined herein to rank the proposers and develop a shortlist of top ranked proposers.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and the ability of the proposers to do the work in accordance with the RFP documents to the City's satisfaction.

During the evaluation process, the highest ranked proposers may be requested to provide an oral presentation to the selection committee. The selection committee will establish a final ranking of the proposers based on the criteria in the RFP. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any Proposer deemed responsive and responsible. The Selection Committee will make a recommendation to the City Council for award of contract.

4-4. EVALUATION CRITERIA:

Proposals will be evaluated using the three sets of criteria as follows: experience, qualifications, and financial capability; technical approach and proposed time line; and price proposal. See below for details for each of these criteria. Proposers meeting the mandatory criteria will have their proposals evaluated and ranked. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto.

A. Experience, Qualifications and Financial Capability (30 points):

The relative ability and experience of all professionals proposed for use on the team in the planning, design and administration of the project, and the abilities and qualifications of the proposed staff as related to the project's specific requirements and their ability to accomplish the project. The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity and project delivery, including projects completed for listed references of similar municipal entities. Agencies financial capability and risk rating will also be considered.

B. Technical Approach and Proposed Time Line (30 points):

The understanding that the applicant demonstrates as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project. The proposers' approach to the project will be evaluated along with their proposed time line to complete the project.

C. Price Proposal (40 points):

Price evaluation of proposals will include evaluation of future and ongoing costs for the proposed services; not limited to training costs, software licensing cost, maintenance and support cost.

4-5. FINAL SELECTION:

The City will select the proposal deemed most qualified based on the evaluation criteria. Upon selection, the City will enter into agreement negotiations with the successful proposer. The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

The City reserves the right, without prejudice, to reject any or all proposals. The City also reserves the right to waive any informalities, irregularities, and technicalities in proposals submitted. The City Council will select a firm based upon the recommendation of the Selection Committee. The City reserves the right to choose the "best value" to the City. All decisions of the City are final.



CITY OF GREENACRES

SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION

Proposals without sufficient submittal data to provide a complete evaluation will be considered nonresponsive. See the instructions below for specific submittal requirements. Any exceptions taken to the proposal specifications or sample agreement must be indicated separately with an itemization of each exception taken.

5-1. PROPOSAL FORMAT:

In order to maintain comparability, facilitate the review process and assist the Selection Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Submittal should be tabbed as enumerated below and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter, Minimum Qualifications Requirements & References
<p>1.1 Table of Contents and Transmittal Letter: Summarizing in a brief and concise manner the proposer's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority.</p> <p>1.2 Proposal Form, Proposer Qualifications, & Addendum(s): Fully completed and executed.</p> <p>1.3 Professional References: Submit verifiable information documenting compliance with the minimum qualifications requirements established in Section 2-6, Competency and Minimum Qualifications of Proposers.</p>	

TAB 2	Experience & Qualifications
<p>2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.</p> <p>2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.</p>	

2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. **No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet.** The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

TAB 3

Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements, minimum requirements and specifications, including website design, Website Content Management System (WCMS) installation and implementation, content migration, training and support services.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Selection Committee to complete a full review and score the proposed scope of services.

TAB 4

Approach & Methodology

Submit detailed information on how Proposer plans to accomplish the required scope of services, including detailed information, as applicable, which addresses, but need not be limited to: proposed timeline, outline project phases and City's role, design process, content editor, website administrator training, post website go live communications, ability to integrate existing municipal branding into new sites, and ongoing technical assistance and training opportunities.

TAB 5

Drug-Free Workplace Certification & List of Proposed Subcontractors

Submit completed Drug-Free Workplace Certification and List of Proposed Subcontractors forms.

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

PROPOSAL FORM
 (Page 1 of 2)

Failure to submit Proposal Form, in its entirety and fully executed will result in proposal being deemed non-responsive and being rejected.

Proposer affirms that the prices stated on the proposal price form below represents the **entire cost** of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, or cost indexes. The Proposal Form shall be completed mechanically or, if manually, in ink. Proposal Form completed in pencil shall be deemed non-responsive.

Description	Total Project Cost
Cost to provide a Website and Non-Proprietary Content Management System including all software and related services for the setup, customization, installation, training, implementation and the initial year of maintenance of the system as specified in the RFP.	\$ _____

Description	Total Yearly Cost
Cost of Annual Maintenance and Support after initial year (Year 2).	\$ _____
Cost of Annual Maintenance and Support (Year 3).	\$ _____
Cost of Annual Maintenance and Support (Year 4).	\$ _____
Cost of Annual Maintenance and Support (Year 5).	\$ _____

Completion Date	Total Number of Days
The time of completion of the work will be the number of calendars days stated in the Notice to Proceed. Site shall be fully installed, tested, and approved by City.	Within _____ Consecutive Calendar Days.



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

PROPOSAL FORM
(Page 2 of 2)

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFP Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFP proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFP closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFP Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the RFP Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFP Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I. D. #: _____

***Failure to affix signature will result in disqualification of proposal.**



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

PROPOSER QUALIFICATIONS

The proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

Note: Information requested herein and submitted by the Proposers will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the Proposer, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the City can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

2. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		



**RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION**

PROFESSIONAL REFERENCES – CONTINUED

5. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

6. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

7. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

8. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (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 by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
 (Individual's Name)

_____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Date

 Signature

(Finance Form 93-014)



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION
LIST OF PROPOSED SUBCONTRACTORS

The undersigned proposer hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer's proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____

(Finance Form 94-017)



RFP NO. 17-001
WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION

NOTICE OF REQUEST FOR PROPOSALS

The City of Greenacres, Florida is accepting sealed proposals for RFP No. 17-001 Web Design. Sealed Proposals must be received on or before **Wednesday, July 12, 2016 at 3:00 PM** at the address below. **Any proposal received after the designated closing time will be returned unopened.**

City of Greenacres
Purchasing Office, City Hall
5800 Melaleuca Lane
Greenacres, Florida 33463

All proposals shall be submitted with an original and five (5) copies in sealed envelopes/packages addressed to the Purchasing Administrator and marked "**RFP NO. 17-001 – WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION**". Proposers desiring RFP requirements for use in preparing a proposal may obtain the documents from the Purchasing Office, 5800 Melaleuca Lane, Greenacres, Florida 33463, Telephone (561) 642-2039, or by printing a PDF file from the City Website at www.ci.greenacres.fl.us/dept_finance/bids.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Purchasing Administrator

STATEMENT OF NON-RESPONSE
RFP NO. 17-001

If you are not submitting a proposal on this service/commodity, please complete and return this form to: City of Greenacres Purchasing Division, 5800 Melaleuca Lane, Greenacres, Florida 33463 or by FAX (561) 642-2037. Failure to respond or submit a non-response three times may result in deletion of vendor's name from the City of Greenacres vendor list database.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

We, the above signed have declined to submit a proposal on the above because of the following reasons:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient time to respond.
<input type="checkbox"/> Our product schedule would not permit us to perform
<input type="checkbox"/> Other (specify below) | <input type="checkbox"/> We do not offer this product/service or equivalent
<input type="checkbox"/> Please remove our name from the City's Vendor database for the above commodity. |
|--|---|

REMARKS:

NON-RESPONSE MAY BE FAXED TO (561) 642-2037

**Attachment B
SAMPLE**

AGREEMENT

Between

CITY OF GREENACRES

And

For

**Website Design, Development and Implementation
RFP NO. 17-001**

This is an Agreement between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY"), through its City Council;

AND

_____ successors and assigns, (hereinafter "CONTRACTOR"). This Agreement is dated _____.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

CONTRACTOR agrees to provide design, develop and implement a non-proprietary City Website as identified in City of Greenacres' RFP No. 17-001, titled Website Design, Development and Implementation (hereinafter "RFP Documents"), and CONTRACTOR'S proposal response dated _____ attached hereto as Exhibit "A" (hereinafter "RFP") and by this reference made a part hereof.

**ARTICLE II
TERM**

The term of this Agreement shall be for one (1) year beginning on _____. In accordance with RFP No. 17-001, at the end of the one (1) year period, this Agreement may be extended for up to four (4) additional one (1) year terms upon mutual written consent of the parties.

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

CITY shall issue a purchase order for the Website Design, Development and Implementation, referencing RFP No. 17-001 and this Agreement as authority. This purchase order shall provide the CONTRACTOR the authority to proceed with the work as enumerated in RFP No. 17-001. Upon satisfactory completion of each phase, the CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the price contained in each purchase order, and the amount proposed by the CONTRACTOR in its proposal to CITY RFP No. 17-001. CITY shall pay each correctly submitted invoice within thirty (30) calendar days of receipt of such invoice.

ARTICLE IV
CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall provide a Website Design, Development and Implementation based upon the specifications set forth in CITY'S RFP and CONTRACTOR'S technical proposal dated _____ submitted in response to CITY'S RFP.

ARTICLE V
MODIFICATION OF AGREEMENT TERMS

The terms of this Agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent Agreement periods, or for such other purposes as shall become necessary during the conduct of the Agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 TERMINATION

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by CITY, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or

2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article III for all services rendered through the date of termination. All CITY artwork, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This 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 apprenticeships.

6.3 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of CITY.

6.5 INDEMNIFICATION OF CITY

- 6.5.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.
- 6.5.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 6.5.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

6.6 INSURANCE

- 6.6.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, insurance, to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance with minimum coverage of at least one million dollars (\$1,000,000.00).

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY as an additional insured under the Product Liability Insurance Policy or certificate.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 6.6.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

6.6.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be named as additional insured with CONTRACTOR liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

6.6.4 Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000.00).

6.6.5 CONTRACTOR shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.6.6 CONTRACTOR hereby acknowledges and agrees that any and all risk of loss regarding the goods and services purchased hereunder shall be solely borne by CONTRACTOR until delivery and acceptance by CITY of the goods and services.

6.7 PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

6.7.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

6.7.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated in Paragraph 6.6 herein.

6.8 LAWS AND REGULATIONS

It is further understood by the parties that CONTRACTOR will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws.

6.9 CONTRACT COORDINATOR

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be Monica Powery, Purchasing Administrator.

6.10 NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.11 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.12 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.13 AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

6.14 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.15 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.16 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this _____ day of _____, 2016.

CITY OF GREENACRES,
A municipal corporation of the State of
Florida

ATTEST:

Denise McGrew
City Clerk

Thomas A. Hughes
Director of Finance/Purchasing Agent

ENDORSED AS TO FORM & LEGALITY:

James D. Stokes
City Attorney

(CORPORATE SEAL)

FIRM:

WITNESSES:

BY: _____
Signature

Typed Name

Title

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2016.

(Seal)

Notary Public

My Commission Expires: _____