

***Request for Proposal***

**212-8719**

***Creative Images and Artwork for Activity Book for the  
City of Fort Lauderdale Community Inspections Division***

***Opens: June 25, 2002  
2:00 p.m.***



*Venice of America*

**City of Fort Lauderdale**

***Issued for Community Inspections Division  
By the Procurement & Materials Management Division***

**James Hemphill, Jr.  
(954) 828-5143**

***E-mail:*** [jameshe@ci.fort-lauderdale.fl.us](mailto:jameshe@ci.fort-lauderdale.fl.us)

***Visit us on the web at*** [www.ci.fort-lauderdale.fl.us/purchasing](http://www.ci.fort-lauderdale.fl.us/purchasing)

**(954) 828-5140**

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may discontinue, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- .01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on invoice.
- .02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- .03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the time specified, whichever occurs last.
- .04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the net unit prices bid and shall be considered in tabulation and award of bid.
- .05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- .06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's technical conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- .07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comment prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- .08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned or controlled by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

**BLACK**, which includes persons having origins in any of the Black racial groups of Africa.

**WHITE**, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and Indian.

**HISPANIC**, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

**NATIVE AMERICAN**, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

**ASIAN AMERICAN**, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands.

**.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**.09(a) Certification by Broward County, Florida**

**CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

**.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.

**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.

**BID** – a price and terms quote received in response to an ITB.

**PROPOSAL** – a proposal received in response to an RFP.

**BIDDER** – Person or firm submitting a Bid.

**PROPOSER** – Person or firm submitting a Proposal.

**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and integrity and reliability that will assure good faith performance.

**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Contract to provide goods or services to the City.

**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or service, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies or construction.

**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.

**.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**ART III BIDDING AND AWARD PROCEDURES:**

**.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause a bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they must be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be quoted separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

**.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the spec make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from the specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the bid qualifies as an approved equal.
- 1.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 1.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 1.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will, at the request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 1.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its opinion, that will most accurately estimate total cost of use and ownership.
- 1.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or recyclable. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled materials and packaging that is able to be recycled.
- 1.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 1.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence of evaluation is determined to indicate inability to perform.
- 1.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a cash bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 1.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.07, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 1.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bid lists and prohibition from engaging in any business with the City.
- 1.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to void minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies and services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.  
If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award the contract to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 1.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern the development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

i.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

i.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates from the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

i.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items not delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

i.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, including the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

i.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

i.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

i.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

i.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

i.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in the ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

i.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for contract expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to be performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

10.9 **TERMINATION FOR BREACH:** In, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor 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 Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such as the amount of damages due to the City from the Contractor can be determined.

10.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

10.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

10.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, 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 Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

10.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

10.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

10.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

10.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be properly documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the Contractor or City. The Contractor shall fulfill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination date of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

10.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

10.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

10.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. The award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

10.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida and for the State of Florida.

## **PART I – GENERAL INFORMATION**

### **1. PURPOSE**

The City of Fort Lauderdale, Florida (City) is actively seeking proposals from qualified artists/illustrators to provide the creative design and artwork for an Activity Book being developed for use in elementary school grades 3 – 6. This book will introduce children to the Community Inspections division of the City of Fort Lauderdale. The Activity Book will also serve as a collateral piece for presentations to Civic and Homeowners Associations. The concept and basic layout have been established; This proposal is for creative design and artwork. Artwork to carry the theme throughout the book will be contracted in accordance with the terms, conditions, and specifications contained in this Request For Proposal (RFP).

### **2. HOW TO SUBMIT REQUEST FOR PROPOSAL**

It will be the sole responsibility of the bidder to ensure that his proposal letter reaches the City of Fort Lauderdale Purchasing Division, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the opening date and time listed below. Do not submit via facsimile. Facsimile proposals will not be accepted. Each RFP envelope/package must be sealed with the following information stated on the **OUTSIDE** of the envelope/package:

**RFP No: 212-8719**  
**Title: City of Fort Lauderdale Community Inspections Division**  
**Creative Design for Community Inspections Activity Book**  
**Opens: June 25, 2002 2:00 p.m.**

### **3. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this RFP, contact James Hemphill, Procurement Specialist, at (954) 828-5143. For information concerning the concept or scope of services, contact Susan Batchelder, Administrative Assistant II, at (954) 828-5251. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the City of Fort Lauderdale Procurement and Materials Management Division, Room 619, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; Attn: James Hemphill. To facilitate prompt receipt of questions, they may be submitted via fax to (954) 828-5576; Attn: James Hemphill, or via email to: [jameshe@ci.fort-lauderdale.fl.us](mailto:jameshe@ci.fort-lauderdale.fl.us). Questions of a material nature will be responded to via a written addendum and will be sent to all proposers who have been forwarded a copy of this RFP from the City's Procurement Division.

Proposers please note: No part of your proposal may be submitted via FAX. The entire proposal must be submitted in a sealed envelope/package in accordance with the terms, conditions, and specifications outlined in this RFP.

### **4. ELIGIBILITY**

To be eligible to respond, the proposing artists/illustrators must demonstrate that they have successfully created original characters and scene design similar to those specified in the Scope of Services section of this RFP. As part of the RFP submittal, proposers must include individual samples of their work from previous projects and preliminary sketches for the Activity Book to support their ability and experience to perform the services contained in the RFP.

**Proposals must be submitted for all elements outlined in the specifications section of this RFP.**

**5. OWNERSHIP OF WORK**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the contractor above the agreed initial costs.

**6. INVOICES**

The City will endeavor to pay invoices completely within thirty (30) days of receipt of the invoice, except for items questioned. The City shall notify the contractor within ten (10) days of receipt of invoice of any items questioned. The contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

## **PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **1. OVERVIEW**

The City of Fort Lauderdale is situated on the Southeast coast of Florida, centrally located between Miami and Palm Beach. Encompassing approximately 34 square miles with a population of just over 150,000, the City is the largest of Broward County's 30 municipalities. An outstanding economic climate coupled with a good quality of life helped the City of Fort Lauderdale establish itself Best City of its size.

The Community Inspections division is responsible for providing the City with enforcement of the City Ordinances and Florida Building Code to ensure that high quality of life. Some inspections involve serious health and safety issues, such as unsafe structures. The majority of the inspectors' work is directed to maintenance of structures and property. Yard maintenance standards address overgrowth, ground cover, bulk trash, and fencing. Code Inspectors cite outdoor storage issues, inoperative vehicles, junk and debris, commercial vehicles, and parking areas that do not adhere to the zoning and maintenance ordinances of the City. Minimum Housing requirements promote aesthetic as well as safety standards. Painting, roof covering, porches, screens, windows and doors, railings and siding have mandatory criteria for maintenance. There is a simple solution to maintaining good neighborhoods, Individual Property Owner Responsibility.

As the population and City limits are expanded, the need to educate our diverse citizenry regarding the basic Code requirements becomes tantamount. By reaching our children with the basics of good citizenship through Code, we are hopeful the information will reach their homes as well. The proposed activity book covers the most common code violations. Images of Code Inspectors and citizens working to correct these violations, crossword puzzles and quizzes provide information to simplify the process of Code Enforcement. The artwork supplied must be open and friendly; the Code Inspectors presented at ease and approachable. This is the first outreach effort Community Inspections has made to the youngsters of our City. Their awareness of these quality of life issues and the mechanisms we have to address violations can be a very strong proactive force for community participation.

### **2. GOAL**

The goal of the project is to provide a collateral piece of literature that is as informational as it is fun. Our target audience of 3<sup>d</sup> – 6<sup>th</sup> graders requires a style that is casual and simple, but mature enough to show detail and concept.

### **3. SPECIFICATIONS**

The following specifications are requested:

#### **a) Artwork and Images for the Activity Book**

The Activity Book consists of 16 pages, 8 ½ " x 11", including the front and back covers.

- Six interior pages address specific Code Compliance issues and need line art sketches in black & white to convey the issues. The artwork should contain detail, but be open for the participants to color. Correct proportion is mandatory. The artwork should be within the perimeters of 8" x 9".
- Four interior pages have activities including a Word Find, Crossword puzzle and quizzes. Smaller thumbnail images and decorations in black and white are needed for detail. Though smaller, these should be large enough to color.
- The two middle pages (center-2 page spread) need artwork encompassing a community scene. Proportion and detail must convey a neighborhood, with vistas and activities relating to Code Enforcement. The overall atmosphere must be positive. Again this line art is in black and white to provide an opportunity for participants to color. Artwork perimeters are 15" x 10".
- The front cover (8 ½ " x 11") conveys a smaller community scene, introduces the Code Inspector(s) and displays the City of Fort Lauderdale logo. This page should be submitted as black and white line art and an additional copy in color.

## TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES (Cont.)

- The back cover (8 ½ " x 11") is an informational page. Lettering and a small decorative sketch will be required. Copies of this page should be submitted in black and white and color.
- Original artwork is required. 100% size Original art will need to be clean, crisp black on white camera-ready art. No gray tones or gradients. No clip art or copied art from other sources or photos. No photocopies or Xerox copies. No brand names or company names on articles or buildings. No clip art presentations will be accepted.
- Any lettering will be required throughout the book, should be uniform in style. This does not refer to copy, just artistic lettering as required on the covers and some interior pages for titles. The typesetting for the booklet will be created and inserted by the City.
- Inspectors must be illustrated in uniform with the City logo appropriately displayed.
- The City logo must be displayed on items such as vehicles and carts.

### b) Meetings

The selected proposer will be required to meet in person with City staff a minimum of three times during the course of the project for discussion and revisions. Additional communication and meetings will be conducted as needed via telephone, conference call and/or email.

### c) Schedule

Upon award of the contract, the selected proposer will work with City staff to finalize the tentative schedule outlined below.

Award of Contract	June 2002
Conceptual Meeting	Week 1 (June 2002)
Initial Artwork (2 Weeks)	Weeks 2-3 (July 2002)
Final Presentation	Weeks 4 (July -August 2002)

## SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

## **PART III – RFP SUBMITTAL REQUIREMENTS**

### **1. SUBMITTAL REQUIREMENTS**

Four (4) complete sets of the RFP are required to be submitted on or before 2:00 p.m. on June 17, 2002 to the City of Fort Lauderdale Procurement Division, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All RFP's must be submitted in accordance with the requirements specified in the Submittal Requirements section of this RFP. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP.

#### **SUBMITTALS (To be indexed and submitted in the order listed)**

- A. Letter of Interest/Cover Letter
- B. Qualifications/Experience: To include, but not be limited to: a) a resume or summary of experience and qualifications, including (1) any background information/qualifications that you consider valuable in assisting the committee in evaluating/comparing your RFP.
- C. Sample: Provide two or three preliminary sketches for the described activity pages. Sketches should demonstrate both the artistic as well as the creative capabilities and abilities of the proposer.
- D. References – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with similar scopes as requested in this RFP.
- E. Cost/Financial Proposal
- F. Proposal Signature Sheet

**Proposers must submit an identified ORIGINAL plus three (3) copies of the RFP including any attachments, samples or other supporting documentation. The above requirement totals four (4) copies of the RFP.**

**PART IV – EVALUATION AND AWARD CONSIDERATION**

**1. AWARD EVALUATION CRITERIA**

The award of the contract will be based upon the following objective and subjective considerations listed below:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>POINTS</u></b>
<b>1. Creative Concept:</b> Includes the overall style and coherence of the artwork as it conveys the concept of the Activity Book; detail and clarity on scenes/vistas; originality of characters; variety of scenes and characters; relevance of decorative sketches and lettering; ease of recognition and ability to color. Maximum Points Available:	50
<b>2. Experience/Qualifications:</b> Includes experience and qualifications of the proposing artist/illustrator including: similar types of projects created and a demonstrated understanding the goals and objectives of the City’s Community Inspections Division as they relate to the Activity Book project. Maximum Points Available:	20
<b>3. Estimated Cost to the City:</b> Maximum Points Available:	<u>30</u>
<b>TOTAL POINTS AVAILABLE:</b>	100

**2. EVALUATION PROCESS**

The evaluation of proposals will be conducted by an evaluation committee of City staff and/or other persons selected by the City. The committee will evaluate all responsive Request For Proposals based upon the information, materials and references contained in the proposals as submitted. The committee will score and rank all responsive proposals. The first ranked proposer resulting from this process will be recommended for a contract award.

All materials from the selected proposer will become property of the City of Fort Lauderdale and will be free from copyright or other licensure. The City will retain all rights to use, reproduce, change or replace any elements in the any of the materials that are selected as a result of this RFP process.

**The City reserves the right to cancel the contract at any time during the contract term due to poor performance or unsatisfactory product received from the contractor.**

If you have any questions concerning the RFP process, please contact James Hemphill in the City of Fort Lauderdale Procurement and Materials Management Division at (954) 828-5143. Questions may be emailed to: [jameshe@ci.fort-lauderdale.fl.us](mailto:jameshe@ci.fort-lauderdale.fl.us). If you have any questions concerning the artwork, please contact Susan Batchelder, Administrative Assistant II, at (954) 828-5251. Any questions of a material nature will be responded to via a written addendum and will be sent to all proposers who have been forwarded a copy of this RFP from the City’s Procurement Division.



**PART VI – PROPOSAL SIGNATURE PAGE**

To: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/proposer(s) and have not colluded with and any other bidder/proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

**Bid/Proposal submitted by:**

Name (printed): \_\_\_\_\_

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

Firm/Corporation: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_ + \_\_\_\_\_

Telephone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Was this proposal sent to the correct address? Yes: \_\_\_ No: \_\_\_ If no, please indicate correct address above

Does your firm qualify for MBE, WBE, or SBE status? MBE \_\_\_ WBE \_\_\_ SBE \_\_\_

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

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

**PROPOSERS PLEASE SIGN THIS SIGNATURE PAGE AND SUBMIT IT ALONG WITH THE OTHER REQUIRED INFORMATION/MATERIALS OUTLINED IN THE SUBMITTAL REQUIRMENTS SECTION OF THIS RFP. OMISSION OF A SIGNED PROPOSAL SIGNATURE PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.**

**PART VII – PROPOSAL SIGNATURE PAGE (Cont.)**

Addendum Acknowledgement and Statement of Variances:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.                      Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:    Yes: \_\_\_\_\_                      No: \_\_\_\_\_

If YES, please list and explain

---

---

---

---

---