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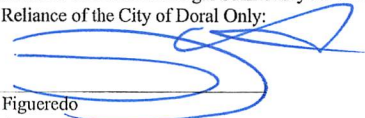

Connie Diaz, City Clerk

CITY OF DORAL

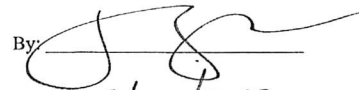
By: 
Albert P. Childress, City Manager

Date: May 6, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


Luis Figueredo
City Attorney

Martin Lithograph DBA MLI Marketing Solutions.

By: 
Date: 2/13/2019

Jennifer Sampedro
Del Rio

ADDENDUM No. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR NEWSLETTER PRINTING AND MAILING SERVICES

The City of Doral and Martin Lithograph DBA MLI Marketing Solutions. for good consideration, agree to amend a certain terms and provisions in the Professional Services Agreement dated March 13, 2019 as follows:

1. Section 2 of the agreement shall be revised to read as follows:

The Agreement shall continue consequently for a period of three (3) years from the date of execution (March 13, 2019) with the option to renew for an additional two one (1) year periods. The City shall have the option to renew this Agreement for an additional two one-year periods for a total maximum contract term of five (5) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial three-year term, is a City prerogative, and not a right of the Provider.

2. The Parties agree that this Addendum modifies the Agreement between the parties dated February 13, 2019 and is incorporated herein by this reference. All other terms and conditions of the Agreement, except as herein modified, shall remain unchanged and remain in full force and effect.
3. This Addendum may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
4. Each party represents and warrants that the representative signing this Addendum on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Addendum No. 1.

IN WITNESS WHEREOF, the Parties have hereto executed this instrument on February 12, 2020.

IN WITNESS WHEREOF, the parties execute this Addendum to Professional Services Agreement dated March 13, 2019 between the City of Doral and Martin Lithograph DBA MLI Marketing Solutions.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
MARTIN LITHOGRAPH DBA MLI MARKETING SOLUTIONS
FOR
NEWSLETTER PRINTING & MAILING SERVICES**

THIS AGREEMENT is made between **MARTIN LITHOGRAPH DBA MLI MARKETING SOLUTIONS**, an active, for-profit Florida Corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, on January 15, 2019, Invitation to Bid ("ITB") # 2019-05, "Newsletter Printing and Mailing Services" was advertised for the provision of procuring a firm to printing and mailing services for the City's newsletter; and

WHEREAS, seven (7) submittals were received (with one being withdrawn by the proposer) and opened on January 31, 2019, with five (5) firms meeting the basic required criteria set forth in the ITB; however, two (2) firms were deemed not responsive and/or not responsible; and

WHEREAS, during the evaluation process it was determined that Martin Lithograph dba MLI Marketing Solutions was the top ranked firm; and

WHEREAS, during the February 13, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-42 approving the award of ITB# 2019-05 and authorizing the City Manager to enter into an agreement with Martin Lithograph dba MLI Marketing Solutions.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to provide services to print and mail the City's quarterly newsletter to each Doral home with the purpose of informing our residents of important city initiatives, programs and events.

1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services discussed in the Invitation to Bid (ITB-2019-05) attached and incorporated herein as Exhibit "A", and further described in Provider's Proposal attached as Exhibit "B" which are attached to this Agreement and incorporated herein and made part hereof by this reference.

1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables are received, unless earlier terminated in accordance with Paragraph 8.

2.2 Provider agrees that time is of the essence and shall complete this work within sixty (60) calendar days from the issuance of a Notice to Proceed ("NTP") by the City, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 Provider shall submit invoices in a timely manner following the completion of the project. These invoices shall identify the nature of the work performed and shall not exceed amounts allocated to each project in accordance with the Price Sheet. The City shall pay the Provider within thirty (30) calendar days of approval by the City Manager of any invoices submitted by Provider to the City.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert Childress
 Acting City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For The Provider: Martin Lithograph dba MLI Marketing Solutions
505 North Rome Avenue
Tampa, FL 33606

14. **Governing Law.**

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of

this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes

to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

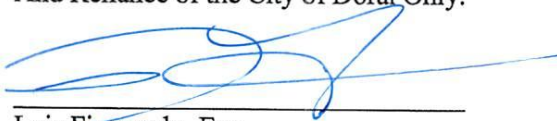


Connie Diaz, City Clerk

By: 


Albert Childress, Acting City Manager
Date: March 13, 2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

Martin Lithograph dba MLI Marketing
Solutions

By: 

Its: Sec/Treas
Date: 3-6-2019

Exhibit "A"

Scope of Services

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The desired services include professional services to print and mail the City's quarterly newsletter to each Doral home with the purpose of informing our residents of important city initiatives, programs and events. The newsletter is published 4 times a year (Spring, Summer, Winter and Fall).

The City will furnish copy and photographs of each newsletter in PDF file format. The successful bidder shall provide all labor, materials, equipment, shipping and postage, overhead, profit, insurance, and all other costs necessary to print the newsletter from the supplied PDF file (including copy and photographs) and City's list of home addresses.

A) **PRINTING**

- The newsletter shall consist of approximately 28 pages. The City reserves the right to add or delete issues based on, but not limited to, available funding and other projects.
- The quantity of newsletters to be printed for each issue will be an estimated 22,000 – 23,500 copies. The City reserves the right to increase or decrease the amount of copies printed for any issue. The City will not be responsible for any overrun costs on the printing of any newsletter issue. The exact quantity of newsletters to be printed for any particular issue will be given to the printer.
- The newsletter shall be printed on a heat set printing press or a comparable alternative. The newsletter shall be printed on 100 lbs. satin paper. The newsletter shall be 4 over 4 (full color) throughout and shall be stitched and trimmed. The approximate individual page size is 8.5" x 11".
- The proof pages for the newsletter will be uploaded by the City of Doral Public Affairs Administration in a PDF format to the printer's ftp server. The City's staff must physically see high-resolution proofs, as well as a book mock up for final approval. **No printing shall commence without prior approval to do so.**
- All 22,000 – 23,500 copies shall be mailed, except for 150 copies, which shall be delivered to the City of Doral – Government Center, located at 8401 NW 53rd Terrace, Doral, Florida 33166.
- Newsletters shall be in bundles of 50, double strapped, with mailing side faced up. Newsletter shall be mailed no later than 7 calendar days from date the file is uploaded to the printer's ftp site and approved by the City.
- Newsletters shall be E. Folded with two staples.

B) TIMELINE

Newsletter should arrive in homes on the first of the designated months:

- Fall – September 1st
- Winter – December 1st
- Spring – March 1st
- Summer – June 1st

Full design of the newsletter will be provided by the City to the vendor at least (10) business days prior to arrival dates as outlined above.

C) MAIL HOUSE LABELING AND POST OFFICE DELIVERY

- Vendor shall secure a current and up-to-date mailing list of all single family and multifamily residences in the City of Doral, or may use another system (i.e., 'Residential Customer,' as well as bulk permit information), so long as all Doral residences, as well as requested residences, receive the magazine. The mailing list shall be provided in carrier route walking sequence.
- Vendor shall obtain the most updated mailing list that is CASS certified (Coding Accuracy Support System Quality Certification).
- Vendor may either affix labels to each item or use inkjet.
- Postage shall be paid by the vendor.
- Mailing shall be completed and delivered to the post office within a 24 to 48-hour period upon receipt of the publication from the printer. Vendor is responsible for handling, presorting and bundling.
- Written postal verification shall be provided to the City by the vendor within 36 hours of the mailing.
- Vendor shall deliver any and all overprint publications after the initial mail out back to the City of Doral Government Center within 24 to 72 hours.

D) CUSTOMER SERVICE

Timely service response and fast turnaround for rush projects is expected. The selected vendor is expected to have dedicated customer service representatives available to handle orders by e-mail, or telephone and provide free pick-up and delivery service.

3.2 ADDITIONAL SERVICES

While the City has listed all major services within this solicitation, there may be similar services that may be purchased by the City during the term of this contract. Under these circumstances,

a representative of the City will contact the awarded vendor to obtain a price quote for the similar services. The City reserves the right to award these similar items to the contract vendor based on the lowest price quoted, or to acquire the services through a separate solicitation.

END OF SECTION 3

Exhibit "B"

Martin Lithograph dba MLI Marketing Solutions Submittal

SECTION 4 – BID SUBMITTAL FORM

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.

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

3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
 - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u> 1 </u>	Dated: <u> 1-25-2019 </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>

 - (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

 - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

 - (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and



City of Doral
ITB No. 2019-05
Newsletter Printing and Mailing Services
Addendum No. 1

Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

1. You are asking for a lump sum price on translation services but give no details as to what is to be translated.
 - Translate newsletter from English to Spanish.
2. You are saying you are printing 22,000 – 23,500 but the price grid only has an entry for 10,000.
 - See revised Price Sheet below.
3. You are asking for a price on "professional services". What are you needing for that?
 - Professional services are to include: develop, design, print and distribute the City of Doral's quarterly newsletter.

PROFESSIONAL SERVICES

- Vendor is responsible for proof reading and editing to include grammar, spelling and formatting.
 - Meet with City representative at least four (4) times a year to review timelines and discuss upcoming issues.
 - Translate stories from English to Spanish
4. Is 100# Satin Text throughout sufficient?
 - Yes,
 - This is a self-cover newsletter.
 - Correct
 5. Is an 11 x 17, folded to 8.5 x 11 and saddle stitched with 2 staples the same as "E-folding"?
 - Yes
 6. The print quantity estimated on page 17 is 22,000 – 23,500 copies 4x a year. Would you prefer quotes for 22,000 and 23,500 copies instead of 10,000 copies as noted on Exhibit B price sheet?
 - See updated Price Sheet for clarification.
 7. Exhibit B (Price Sheet) states the quantity to print is 10,000, but Section 3 Technical Specifications lists the quantities as 22,000 – 23,500. Which quantity should be submitted?
 - See updated Price Sheet for clarification.

EXHIBIT B
PRICE SHEET - UPDATED
ITB NO. 2019-05 – Newsletter Printing and Mailing Services

ITEM NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL
1.	Professional Services excluding translation services	Lump sum per Issue	450.00
2.	Printing for 22,000 – 23,500 copies	Lump sum	15,100.00
3.	Mailing and distribution excluding postage	Lump sum per Issue	506.00
4.	Postage	Lump Sum per Issue	5,170.00

TOTAL BASE BID
\$ 21,226.00

OPTIONAL ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL
1.	Printing for 500 copies	Lump sum per Issue	225.00
2.	Translation Services	Lump Sum per Issue	5,600.00

studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
-
4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:
- Bidder: Martin Lithograph, Inc. dba MLI Marketing Solutions
- Address: 505 N. Rome Ave. PO Box 4240
Tampa, FL 33606 Tampa, FL 33677-4240
- Telephone 813-254-1553

Attention:

Jennifer Del Rio


8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.
-

STATEMENT

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

SUBMITTED THIS DAY January 30, 2019.

Person Authorized to sign Proposal:

 (Signature)
Jennifer Del Rio (Print Name)
VP Operations (Title)

Company Name: MLI Marketing Solutions

Company Address: 505 N. Rome Ave.

Tampa, FL 33606

Phone: 813-254-1553 Fax: 813-254-5993

email: jdelrio@mllcorp.com

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit

- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

**STATEMENT OF NO RESPONSE
ITB No. 2019-05**

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE "N/A"
ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: N/A

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB No. 2019-05
Title: Newsletter Printing and Mailing Services
Due Date: January 31st, 2019
Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: MLI Marketing Solutions
(name of company and address) 505 N. Rome Ave.
Tampa, FL 33606

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

BIDDER INFORMATION WORKSHEET
ITB No. 2019-05

COMPANY/AGENCY/FIRM NAME: MLI Marketing Solutions

ADDRESS: 505 N. Rome Ave. Tampa, FL 33606

BUSINESS EMAIL ADDRESS: jdelrio@mlicorp.com **PHONE No.:** 813-254-1553

CONTACT PERSON & TITLE: Jennifer Del Rio, VP Operations

CONTACT EMAIL ADDRESS: jdelrio@mlicorp.com **PHONE No.:** 813-254-1553

BUSINESS HOURS: 8am - 5pm or as needed

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

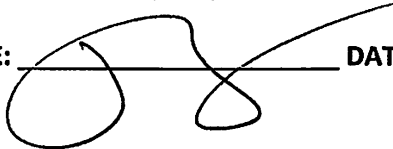
BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER Corporation

DATE BUSINESS WAS ORGANIZED/INCORPORATED: October 1, 1970

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

<u>Martin Saavedra</u>	<u>President</u>	<u>813-254-1553 X204</u>
(First, Last Name)	(Title)	(Contact Phone Number)
<u>Martin Saavedra, Jr.</u>	<u>Executive Vice President</u>	<u>813-254-1553 X233</u>
(First, Last Name)	(Title)	(Contact Phone Number)
<u>Jennifer Del Rio</u>	<u>Vice President</u>	<u>813-254-1553 X214</u>
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE:  **DATE:** 1-30-19

BIDDER QUALIFICATION STATEMENT

ITB No. 2019-05

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	<u>Suncoast Credit Union</u>
	Owner Name	_____
	Contact Person	<u>Brenda Rivera</u>
	Contact Telephone No.	<u>813-621-7511</u>
	Email Address:	<u>brenda.rivera@suncoastcreditunion.com</u>
	Yearly Budget/Cost	<u>500,000</u>
	Dates of Contract	From: <u>1985</u> To: <u>Present</u>
2.	Project Name/Location	<u>Tampa General Hospital</u>
	Owner Name	_____
	Contact Person	<u>Felix Bratslavsky</u>
	Contact Telephone No.	<u>813-844-3474</u>
	Email Address:	<u>fbratslavsky@tgh.org</u>
	Yearly Budget/Cost	<u>766,000</u>

Dates of Contract From: 2015 To: Present

3. Project Name/Location Step 2 Success Marketing

Owner Name Brian Stepan

Contact Person Brian Stepan

Contact Telephone No. 727-258-8490

Email Address: brian@step2successmarketing.com

Yearly Budget/Cost 1,050,000

Dates of Contract From: 2011 To: Present

END OF SECTION

J.S.

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

ITB No. 2019-05

I, Jennifer Del Rio, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

59-1349795
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Martin Lithograph, Inc.
Name of Entity, Individual, Partners, or Corporation

MLI Marketing Solutions
Doing business as, if same as above, leave blank

<u>505 N. Rome Ave</u>	<u>Tampa</u>	<u>FL</u>	<u>33606</u>	
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Martin Saavedra</u>		<u>34</u> %
<u>Martin Saavedra, Jr.</u>		<u>33</u> %
<u>Jennifer Del Rio</u>		<u>33</u> %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

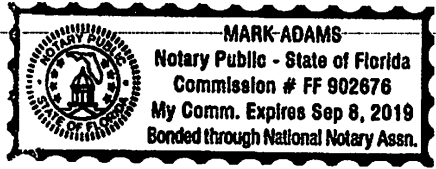
Jennifer Del Rio
Signature of Affiant

1/30/19
Date

Jennifer Del Rio
Printed Name of Affiant

Sworn to and subscribed before me this 30th day of January, 2019.

Personally known
OR
Produced Identification _____



Notary Public-State of Florida

Type of Identification

My commission expires: 9/8/19

Mark Adams
Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT
ITB No. 2019-05

State of Florida)
) SS
County of Hillsborough)

BEFORE ME, the undersigned authority, personally appeared Jennifer Del Rio, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the Vice President, Operations
(Owner, Partner, Officer, Representative or Agent) of MLI Marketing Solutions, the BIDDER that has submitted the attached Bid;

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

FURTHER AFFIANT SAYETH NOT

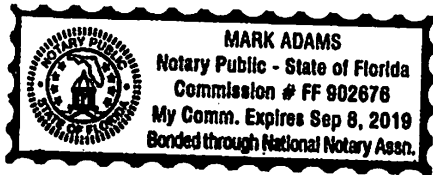
By: 
Print Name: Jennifer Del Rio

SWORN TO AND SUBSCRIBED before me this 30th day of January, 2019 by

Juan Carlos Del Rio who is personally known to me or has produced
_____ as identification.

Mark Adams
Notary Public
State of Florida at Large

My Commission Expires: 9/8/19
My Commission Number:



NO CONTINGENCY AFFIDAVIT
ITB No. 2019-05

State of Florida)
) SS
County of Hillsborough)

BEFORE ME, the undersigned authority, personally appeared Jennifer Del Rio, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are MLI Marketing Solutions (Owner, Partner, Officer, Representative or Agent) of the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) ~~Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.~~

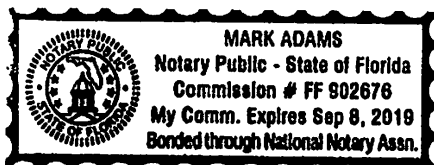
FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: Jennifer Del Rio

SWORN TO AND SUBSCRIBED before me this 30th day of January, 2019 by
Jennifer Del Rio, who is personally known to me or has produced
_____ as identification.

Mark Adams
Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:



**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

ITB No. 2019-05

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

This sworn statement is submitted to the City Of Doral, Florida

by: Jennifer Del Rio
(print individual's name and title)

for: MLI Marketing Solutions
(print name of entity submitting sworn statement)

whose business address is: 505 N. Rome Ave. Tampa, FL 33606

~~and (if applicable) its Federal Employer Number (FEIN)~~
is: 59-1349795

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

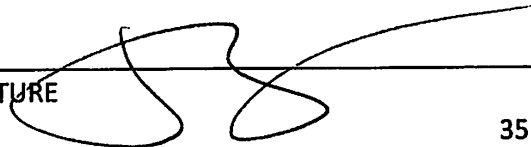
I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.


SIGNATURE

Sworn to and subscribed before me this 30th day of January, 2019.

Personally known

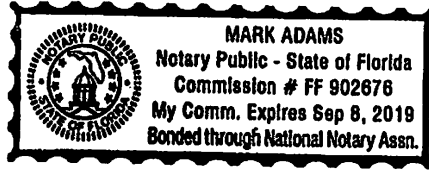
OR

Produced Identification _____

Notary Public- State of FL
My commission expires: 9/8/19

Mark Adams

Printed, typed, or stamped commissioned name of Notary Public



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

ITB No. 2019-05

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

1. This sworn statement is submitted to The City of Doral
by Jennifer Del Río
for MLI Marketing Solutions whose business
address is 505 N. Rome Ave. Tampa, FL 33606
and (if applicable) its
Federal Employer Identification number (FEIN) is 59-1349795 (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____).

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

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

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

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

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____
(Printed Name) Jennifer Del Rio
(Title) Vice President, Operations

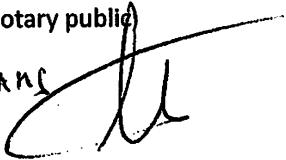
Sworn to and subscribed before me this 30th day of January, 2019

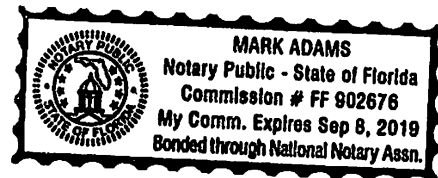
Personally known _____ Or Produced Identification

_____ Notary Public - State of Florida My Commission

Expires 9/8/19

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

MARK ADAMS 



DRUG-FREE WORKPLACE PROGRAM
ITB No. 2019-05

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

MLI Marketing Solutions does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of 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 of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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 good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Jennifer Del Rio
Name and Title

1/30/2019
Date


Signature

MLI Marketing Solutions
Firm

505 N. Rome Ave. Tampa, FL 33606
Street address City, State, Zip

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB No. 2019-05**

STATE OF Florida }

}SS:

COUNTY OF Hillsborough }

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

By: _____

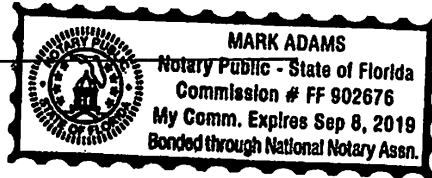
Jennifer Del Rio

Title: VP Operations

Sworn and subscribed before this

30th day of January, 2019

Notary Public



Mark Adams

(Printed Name)

My commission expires: 9/8/19

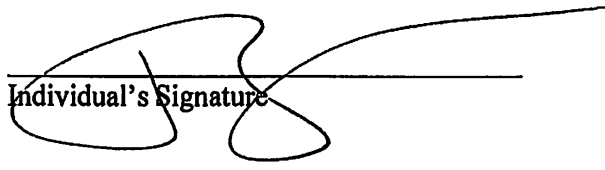
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
ITB No. 2019-05

I, Jennifer Del Rio, VP Operations
(Individual's Name) (Title)

of the MLI Marketing Solutions, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

1-30-2019
DATE

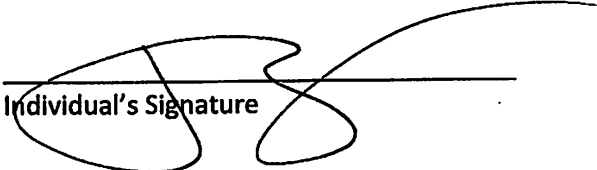
CONE OF SILENCE CERTIFICATION
ITB No. 2019-05

I, Jennifer Del Rio, VP Operations
(Individual's Name) (Title)

of the MLI Marketing Solutions, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.


Individual's Signature

1-30-19

Date

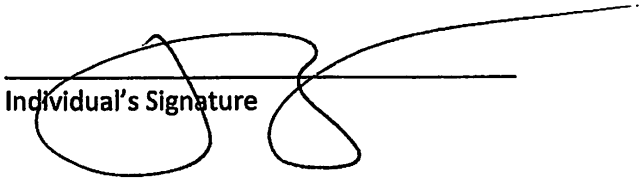
TIE BIDS CERTIFICATION
ITB No. 2019-05

I, Jennifer Del Rio, VP Operations
(Individual's Name) (Title)

of the MLI Marketing Solutions, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.12.7 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

1/30/2019

Date

RESPONDENT'S CERTIFICATION
ITB No. 2019-05

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

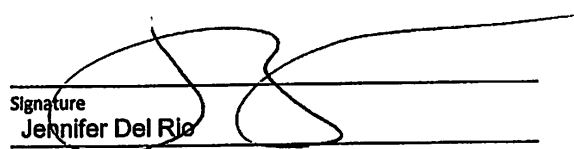
I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

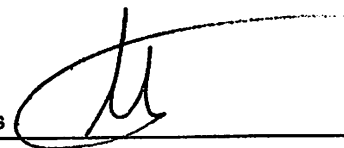
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

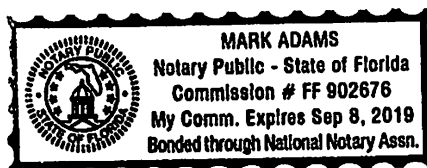
MLI Marketing Solutions
Name of Business

By:


Signature
Jennifer Del Rio
Name and Title, Typed or Printed
PO Box 4240
Mailing Address
Tampa, FL 33677
City, State and Zip Code
813-254-1553
Telephone Number

Sworn to and subscribed before me
this 30th day of January, 2019


Mark Adams
Notary Public
STATE OF Florida
9/8/19
My Commission Expires



**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF Florida)
) SS:
COUNTY OF Hillsborough)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

Martin Lithograph, Inc. dba MLI Marketing Solutions

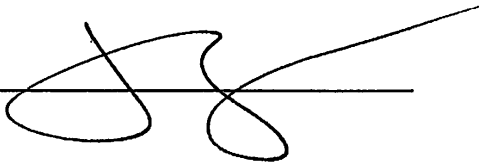
a Corporation existing under the laws of the State of Florida, held on January 30th, 20 19, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, January 30, _____, 20 19, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 30th day of January _____, 20 19.

Secretary: _____



(SEAL)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We MLI Marketing Solutions, hereby acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Newsletter Printing and Mailing Services**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

N/A

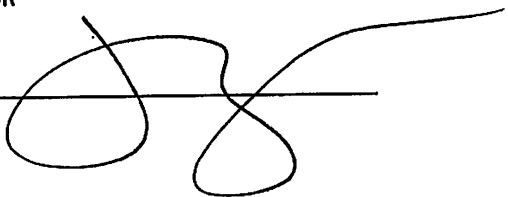
(Subcontractor's Names)

_____ to comply with such act or regulation.

MLI Marketing Solutions

CONTRACTOR

ATTEST



BY: Jennifer Saavedra

END OF SECTION

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jennifer Del Rio , certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that see statement below * , who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

*Payment Bond was not required per ITB, however it can be provided with more details.



Martin Lithograph, Inc. dba MLI Marketing Solutions

(Name of Corporation)

END OF SECTION



1.22 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.23 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

1.24 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Respondent(s), or to create any other similar relationship between the parties.

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Respondent(s) will include, but not be limited to, the following terms and conditions:

A. The Awarded Respondent(s) shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of

action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Respondent(s), its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

- B. The Awarded Respondent(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Respondent(s) shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Respondent(s) shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Respondent(s) and the City, that the completion time as specified in Awarded Respondent(s)'s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

END OF SECTION 1

J.S.

2.13 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.14 GUARANTEE

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of final delivery. Upon completion of the one-year period, the vendor must ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

2.15 PRE-BID CONFERENCE

There will not be a pre-proposal conference for this solicitation.

2.16 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

End Section 2 J.S.

a representative of the City will contact the awarded vendor to obtain a price quote for the similar services. The City reserves the right to award these similar items to the contract vendor based on the lowest price quoted, or to acquire the services through a separate solicitation.

END OF SECTION 3

J.S.

Exhibit "C"

Insurance Requirements

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

II. Business Automobile/Garage Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000
B. Garagekeepers' Liability	\$1,000,000
	OR Value of Customer's Property

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
- \$1,000,000 for bodily injury caused by an accident, each accident
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

- IV. Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors' Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No. 19-42

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #2019-05 "NEWSLETTER PRINTING AND MAILING SERVICES" TO THE TOP RANKED VENDOR; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN LITHOGRAPH DBA MLI MARKETING SOLUTIONS FOR PRINTING AND MAILING SERVICES AND TO EXPEND BUDGETED FUNDS FOR A THREE (3) YEAR PERIOD WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT LOWEST BIDDER SUCCESSIVELY IF AN AGREEMENT CAN NOT BE NEGOTIATED WITH THE TOP BIDDER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral will be mailing a quarterly newsletter to all Doral homes that will continue to tell the City's story, highlighting important initiatives and providing updates on topics of public interest, as well as include event information and content required to disseminate for accreditation (i.e. CRS); and

WHEREAS, on January 15, 2019, the City of Doral (the "City") issued Invitation to Bid #2019-05, "Newsletter Printing and Mailing Services" (the ITB) for the purpose of obtaining printing and mailing services; and

WHEREAS, the City received seven (7) submittals for the ITB which were opened on January 31, 2019 at 11:00 a.m.; and

WHEREAS, the City requested for all bid submittals to consider the bid amount for a potential five (5) year contract; and

WHEREAS, upon review of the bids submitted, City Staff respectfully requests that the City Council authorize the City Manager to enter into an agreement with Martin Lithograph dba MLI Marketing Solutions who was deemed the lowest most responsive and responsible bidder for the printing and mailing services, expending budgeted funds for a three (3) year term with the option to renew for an additional two (2) one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The City Manager is authorized to enter into an Agreement with Martin Lithograph dba MLI Marketing Solutions for the provision of n newsletter printing and mailing services, expending budgeted funds for a three (3) year term with the option to renew for an additional two (2) one (1) year terms under the same terms, terms conditions and prices.

Section 3. Authorization. The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption.

The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of February, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY