

CITY OF PARKLAND REQUEST FOR PROPOSAL # 2018-16

Concession Services



**RESPONSES ARE DUE BY
NOVEMBER 6, 2018, 2:00 PM (EST)**

**CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN
PURCHASING DIRECTOR
CITY OF PARKLAND, CITY HALL
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
TELEPHONE: (954)757-4177
EMAIL: acariveau@cityofparkland.org**

The City of Parkland, Florida is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concession stand(s) at one or all of the three listed locations. The selected concessionaire(s) will be required to provide Concession Services for Terramar Park and Pine Trails Park for the City of Parkland "(CITY)" in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until November 6, 2018 2:00 PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067** and shall be labeled **"SEALED PROPOSAL FOR Concession Services RFP 2018-16"**.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy, three (3) copies of the proposal including any attachments and one (1) sealed bid price (submitted in a separate sealed envelope) with the submittal. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

[X] PRE-PROPOSAL CONFERENCE IS SCHEDULED

A pre-bid conference is scheduled for October 16, 2018 at 10:00 AM at the City of Parkland City Hall, 6600 University Drive, Parkland FL 33067. Attendance at the pre-bid conference is strongly encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the bid requirements and visit the site location. Although the pre-bid conference is optional, no modification or changes will be allowed because of the failure of the Proposer to have not visited the site or attend the conference and carefully review all available information.

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the proposal shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	10/03/2018
Pre-proposal Meeting:	10/16/2018 @ 2:00 P.M.
Last day for questions/clarification	10/23/2018
Last day for addendum to be posted	10/26/2018
Proposal Submission deadline	11/06/2018 @ 2:00 P.M.
Evaluation Committee Meeting	Within 1-3 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

Note: All times are subject to change at the City's discretion.

SECTION 1 - INTRODUCTION AND INFORMATION**1.0 BACKGROUND:**

The City of Parkland ("City") was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292¹. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its "home town" feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as "the wedge". This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City's population by roughly 14,000² to approximately 45,000 people. As with the rest of the City, development of the wedge to date and going forward will be residential in nature.

Additionally, there is an unincorporated parcel of approximately 800 acres located south of Lox Road and east of University Drive. This parcel is presently a working farm and is generally referred to as the Hendrix property. While there is no master plan adopted at this time, it is expected that this parcel will annex into the City of Parkland and be developed.

More detailed information on the government and its finances can be found in the City's Adopted Budget Document, Comprehensive Annual Financial Report, Code of Ordinances, and Administrative Policies and Procedures Manuals available in the City Clerk's Office and the Finance Department, located at the City of Parkland City Hall or the City website at www.cityofparkland.org.

¹ United States Census Bureau.

² 2000 Census.

- 1.1 The City of Parkland, Florida (the CITY) is requesting proposals from qualified, licensed, insured and experienced Concession Service contractors/professionals to provide Concession Services in accordance with the specifications detailed herein. Proposer shall provide all supervision, labor, materials, tools, equipment and appurtenances necessary for the completion of this contract, in the manner specified in this solicitation, for Concession Services. Pine Trails Park and Terramar Park are home to over 12 league games on weekdays and weekends hosting approximately 4,500 children each year. Pine Trails Park is the largest City Park and is located on the north side Trails End, just east of Pine Island Road. Two of the concession stands are located in this park. Terramar Park is located on 6575 NW 76th Drive which is just west of 441 on West Hillsboro Blvd. (See "Attachment C", City Map).

INFORMATION/CLARIFICATION: For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

- 1.1.1 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL: Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.
- 1.2 QUESTIONS: Questions should be sent to Anthony Cariveau, Purchasing Director by email at acariveau@cityofparkland.org.
- 1.3 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two years from that date. The CITY reserves the right to extend the contract for three additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.
- 1.4 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section

of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

- The Consultant has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.

- 1.5 PROPOSAL SECURITY: Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Parkland, and shall be in the amount equal to _____ percent (%) of _____. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer.

IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.

- 1.6 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

- 1.7 INSURANCE: The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

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SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 SUBMISSION AND RECEIPT OF PROPOSALS:

To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.

2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

2.2 QUALIFICATIONS STATEMENT (Applicable if box checked):

Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X]

The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.3 PROPOSERS' COSTS:

The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.4 PROPOSAL ACCEPTANCE:

Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

2.6 MISTAKES:

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.7 REJECTION OF PROPOSALS:

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:

All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.

2.9 LEGAL REQUIREMENTS:

2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.

2.10 BACKGROUND CHECKS:

The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required): **The specification (see Section 5) contains specific background check standards and requirements.**

2.11 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the 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.

2.12 PROHIBITION OF INTEREST:

No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.

2.13 CONFLICT OF INTEREST:

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.14 NO CONTINGENT FEE:

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any

fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.15 PUBLIC RECORDS / CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the 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.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

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

CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
cityclerk@cityofparkland.org

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the

CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

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

2.18 NON-COLLUSIVE AFFIDAVIT:

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.19 SUB-SONTRACTORS:

If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.20 CONE OF SILENCE:

A Cone of Silence shall apply as follows:

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:
(No bond required if left blank).

2.22 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The city will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.23 LOCAL PREFERENCE:

For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and
- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 CONTRACT:

A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 DRUG FREE WORKPLACE:

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 COMPLIANCE WITH LAWS:

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION:

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.

- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the city clerk, sealed and identified.
- (b) After bid opening, proposers shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS:

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

2.30 NON-EXCLUSIVE AGREEMENTS:

The City reserves the right to enter into non-exclusive agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City.

SECTION 3 – CRITERIA FOR AWARD**3.0 CRITERIA FOR AWARD:**

The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission.

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

Evaluation Criteria	Maximum Points
A) Technical Proposal	
1. Expertise and Experience	
a) Firm Qualifications. See section 5.2.3 (b)	30
b) Management, Supervisory and Staff Experience See section 5.2.3.(c)	30
c) Menu Selection and Prices See section 5.2.3. (e)	10
2. Methodology including Technical Approach and Understanding of the Scope of Services. See section 5.2.3(d)	10
B) Pricing (To submit in a separate sealed envelope)	
1. Rates and Expenses. See section 5.4	20
Total Maximum Points	100

3.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.1 above.

3.1.1 The Committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.1.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.1.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

☐ The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

☒ Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.1.4 The Purchasing Director may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$ 25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

- 3.1.5 After award of the contract, the Proposer/Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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SECTION 4 - SPECIAL CONDITIONS**4.1 [] TIME FOR COMPLETION/ LIQUIDATED DAMAGES:**

Because damages will be difficult to ascertain, liquidated damages of \$ per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

[X] COUNTY/STATE LICENSE REQUIREMENTS:

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.2 INDEMNIFICATION:

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.3 INSURANCE (Applicable if box checked):

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

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

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102 and 0106.

[] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

[X] CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

4.4 SCRUTINIZED COMPANIES LIST:

The State Board of Administration of Florida maintains the scrutinized companies list and updates it quarterly. Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal the bidder or proposer:

- (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or
- (b) Is on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or
- (c) Is engaged in business operations in Cuba or Syria.

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SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS**5.0 PURPOSE:**

The purpose of this Request for Proposals (“RFP”) is to solicit and obtain proposals from firms qualified to perform Concession Services as described within the Scope of Work at locations listed below.

5.1 SCOPE OF SERVICES:

The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, permits and incidentals for Concession Services at the three (3) park properties in accordance with the terms, conditions and scope of work (see Attachment A, “Fee Proposal” for locations and Attachment B for “Sports Schedule”). The number and frequency of all special events, such as parties or tournaments are subject to the sole discretion of the City keeping in mind that the primary purpose of Terramar Park and Pine Trails Park concession stands are to satisfy the recreation needs and enjoyment of the citizens of Parkland. Proposer shall cooperate fully with the City should the City use an outside operator to cater a special event and shall not hinder or interfere with such use of the facility. Outside operators shall not utilize concession stands. Proposer shall be given the opportunity to provide a quote for all City run special events that serve food and beverages. For all Special Events, Proposer shall ensure that food and beverage service shall be ready to serve no later than thirty (30) minutes prior to the scheduled start time.

Below is the list of locations and available equipment at each concession stand.

Please go to this hyperlink for photos of the three (3) concession stands.

<https://www.dropbox.com/sh/ngkzrc69qja4un8/AAD5mNMatvCDnJq1XPfpYQ7fa?dl=0>.

	Location	Size	Equipment Available	Minimum Hours of Operation
#1	Terramar Park	Approx. 275 sq. ft.	<ul style="list-style-type: none"> • Ice maker • Three compartment sink • fryer • range • Exhaust hood w/ fire protection system • Hand sink 	<i>See Game Schedule, Attachment B</i>
#2	Pine Trails Park (South)	Approx. 435 sq. ft.	<ul style="list-style-type: none"> • Ice maker • Three compartment sink • Hand sink 	
#3	Pine Trails Park (North)	Approx. 200 sq. ft.	<ul style="list-style-type: none"> • No equipment 	

The selected concessionaire proposer will be required to provide the following:

- 5.1.1. **Menu Items:** The concessionaire is expected to serve quality food and drinks with outstanding, efficient, and friendly service at reasonable prices, thus resulting in the highest customer satisfaction and revenues.

Menu and pricing must be approved by the City. List of food options must be provided with estimated price. City will approve the menu. Proposer is responsible for dining condiments and accessories and must be provided at no additional cost to customer.

At the three (3) concession stands (Pine Trails Park North & Pine Trails Park South and Terramar Park), the menu should consist of a variety of concessionaire type food, cold drinks, and other snacks.

Concession stand will be used for the sale of food and beverages only. No sale of alcohol, tobacco products, souvenirs and novelties other than for human consumption, may be sold.

5.1.2 **Operations:**

- a) All satellite food and beverage services shall meet all City, County, and State requirements. Concession stand operator must meet all requirements of the Department of Health and Rehabilitative Service of the State of Florida and Broward County Health Department. Any fines issued by either department will have to be paid by the concession stand operator and provisions made to correct issues as soon as possible.
- b) No signs, including advertisements, shall be erected or permitted on the premises unless plans have been approved by the City. All signage, requests for changes to the menu(s) or prices, must be submitted 30 days in advance for approval by the City.
- c) No overnight storage for equipment in the Park other than in the concession stands.
- d) City will provide electric and water. Any additional electric other than what is provided is the responsibility of the concession stand owner. However, operator must ensure that equipment does not exceed electrical capacity.
- e) Proposer will be responsible for set-up of each concession stand. Proposer shall furnish, install and maintain any additional equipment desired by the Proposer for the concession stands subject to City's approval. At the time of termination of contract, the Proposer may remove the additional equipment, provided no damage is done to the facility, and the facility is restored to its original condition, less any ordinary wear and tear.

- f) Proposer is responsible for the maintenance of all food service equipment. All maintenance records shall be made available to the City, on demand, as proof of necessary maintenance. The City will NOT replace any City equipment requiring total replacement.
- g) Use of the Concession facilities shall be coordinated through the City's Parks and Recreation Director or his/her designee. The Director, at any time, can and may suspend activities of the Proposer, if the activities are or appear to be unsafe or are or appear to be in violation of any federal, state, or local law, including City Ordinances.
- h) Proposer will be required to purchase a City Business License annually.

5.1.3 Insurance, Certifications and Indemnification:

- a) Proposer will be responsible for maintaining the food service operation in a clean and sanitary manner, and be responsible for compliance with all Health Department Certification and other requirements, including, but not limited to pest control, grease trap, trash and garbage removal, and any kitchen equipment requiring such certification.
- b) Proposer must maintain proper insurance, certification and licensing throughout the entire contract period.
- c) **Worker's Compensation Insurance:** Proof of insurance for Workman's Compensation to comply with Florida Statutes governing Public Liability and Property Damage Liability Insurance shall be required.
- d) **Indemnification:** Proposer shall defend, indemnify and save the City harmless from any and all claims, liability, losses and causes of action which may arrive out the fulfillment of the contract. The Proposer shall pay all claims and losses of any nature what so ever in any way in connection therewith, and shall defend all suits, in the name of the City, when applicable, and shall pay all costs and judgments which may issue thereon. The successful Proposer shall procure liability insurance for a minimum of \$500,000 per incident, and the City shall be named insured with the right to receive thirty (30) days notice of any cancellation, termination, or alteration of the coverage. The City will receive annual evidence of said coverage. The City shall not waive its sovereign immunity by virtue of this indemnity.

5.1.4 Schedule:

- a) The proposer shall have the exclusive right to sell food and beverage on the premises for all normal day-to-day consumption except for during special events. During special events proposer is not permitted to operate concession stands unless pre-approved by the City.
- b) Hours of operation may vary based upon seasons and weather.

- c) A schedule will be determined by the Director of Parks & Recreation or his/her designee by the first of each month for the following month. Please see "Attachment B" for the typical sports schedule.

5.1.5 Rent:

- a) The Proposer shall pay the City for rental of the Concession facilities on monthly basis at the rate provided on Attachment A, "Fee Proposal" per the provided sports schedule. (see Attachment B, "Sports Schedule").
- b) Proposer is responsible for reporting of all sales taxes or any other state or local fees.
- c) The City shall retain the right to examine the accounting records and other related documents to ascertain the gross receipts from the operation. The City shall have the right to audit Proposer's costs.
- d) Concessionaire must be open and operating during sports game schedule. Failure to adhere to sports game schedule may be grounds for breach of contract.
- e) All payments must be made payable to "The City of Parkland." Payment is to be mailed to:

The City of Parkland
Finance Department
6600 University Dr.
Parkland, FL 33067

Payment to the City shall be made on or before the 15th day of the month for the current month. Late payments shall bear interest at a rate of five percent (5%) per month.

5.1.6 Quality Assurance:

a) Protection of Property:

The Contractor will be required to report any such damages immediately to the Facilities Manager or his/her designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

5.1.7 Personnel:

- a) All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities. Qualified personnel trained in preparation and handling of food must be present at all times.
- b) Proposer's personnel/workforce shall be identified as concessionaire employees by wearing uniforms with the company's name and displaying employee identification at all times while performing work at any City site. Identification badges are to be provided by the concessionaire and include the employees name and photo. Proposer shall be responsible for enforcing the requirement that employees display their identification badge at all times while working on City property.

Employees shall be clean, courteous, sober and competent in performing the work.

The Proposer's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.

- c) Proposer's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City and the general public. Smoking is NOT permitted in any City facility.
- d) All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his/her sole direction and not an employee or agent of the City. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.

5.1.8 Additions/Deletions

The City of Parkland reserves the right to make additions or deletions of facilities and properties at any time during the contract period.

5.2 PROPOSAL REQUIREMENTS:

5.2.1 Proposal Format

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete

presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.2.2 Submission of Proposals: The following material is required to be submitted with your Proposal Package:

- a) Title Page
Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- b) Table of Contents
- c) Transmittal Letter
A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.
- d) Detailed Proposal
The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Sections 5.2 and 5.4.
- e) Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFP TO BE ANSWERED. ALL FORMS TO BE COMPLETED.

5.2.3 Technical Proposal

- a) **General Requirements**
The proposed evaluation is an initial process to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP.

Vendors should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Vendor's information to the Evaluation Factors which will demonstrate the Vendor's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as bidder's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for which the proposer has previously provided services, the persons assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

b) Firm Qualifications (30 points):

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.

(5) Provide as a minimum three (3) references for similar projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. The references provided should not include the City of Parkland, or any City of Parkland employee.

c) Management, Supervisory and Staff Experience (30 points):

This section of the proposal should establish the method which will be used by the Proposer to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

Proposer should:

(1) Provide education, experience, and applicable professional credentials of project staff.

(2) Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.

(3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

d) Methodology including Technical Approach and Understanding of the Scope of Services (10 points):

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements.

Proposer should:

(1) Describe the approach to completing the tasks specified in the Scope of Services.

(2) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

e) Menu Selection and Prices (10 points):

Proposer shall provide a sample menu of foods and beverages that may be offered. Include specials, list of food and beverage options, and all must be provided with estimated price. City will approve menu. Proposer is responsible for dining condiments and accessories and must be provided at no additional cost to customer.

At the three (3) concession stands (Pine Trails Park North & Pine Trails Park South and Terramar Park), the menu should consist of a variety of concessionaire type food, cold drinks, and other snacks.

5.4 Fee Proposal (To submit in a separate sealed envelope) (20 points):

a) Schedule of Compensation and Fees Structure

The Proposer shall complete the "Fee Proposal" included as Attachment A with the RFP. Proposers shall list a monthly rental fee to be used in pricing the work required by City of Parkland described in the Scope of Services.

The proposals response with the highest proposed grand total amount being offered will receive twenty (20) points. The second highest proposed amount will be divided into the highest proposed amount and multiplied by twenty (20) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the highest proposed amount is:

\$11,200 they will receive 20 points, if the second is:

\$8,800 the calculation is as follows:

$\$8,800 / \$11,200 \times 20 = 15.7$ points)

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Attachment A
Fee Proposal
(To submit in a separate sealed envelope)

*Minimum acceptable monthly rental fee of \$300.00 per concession.

Concession Location		Address	Proposed Monthly Rental Fee	Proposed Annual Rental Fee
#1	Terramar Park	6575 NW 75 th Dr.	\$	\$
#2	Pine Trails Park (north)	10555 Trails End	\$	\$
#3	Pine Trails Park (south)	10555 Trails End	\$	\$
			*Yearly Total:	\$
<i>*The proposed annual rental fee will be the basis for establishing points for cost.</i>				

Below is the list of locations and available equipment at each concession stand.

Please go to this hyperlink for photos of the three (3) concession stands.

<https://www.dropbox.com/sh/ngkzrc69qja4un8/AAD5mNMatvCDnJq1XPfpYQ7fa?dl=0>.

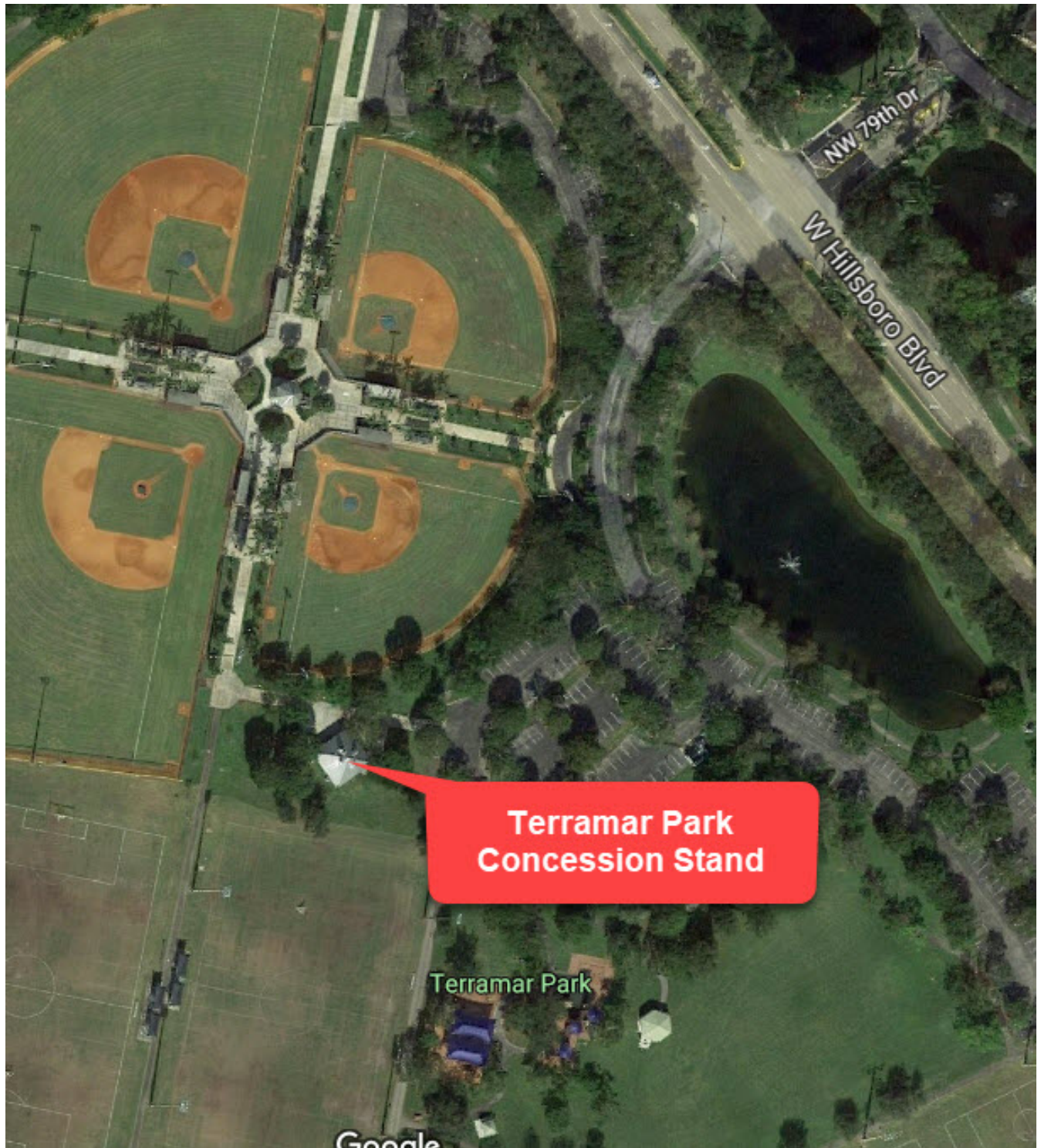
As the best interest of the City may require, the right is reserved to make award(s) by individual commodities or services, group commodities or service, all or note or any combination thereof. When a group is specified, all items within the group must be quoted. A vendor desiring to bid "No Charge" on an item in a group must so indicate, otherwise the quote for the group will be construed as incomplete and may be rejected. However, if Vendors do not quote all items within a group, the City reserves the right to award on an item by item basis.

Attachment B - Game Schedule			
Teams	Duration (for year)	Days(Practices)	Times
Buddy Sports	Year Round	Saturday and Sunday	2:00PM-5:00PM (Terr)
Parkland Flag Football League	Aug-Nov	Monday-Thursday and Saturday (South Stand) Tuesday-Saturday	6:00PM-9:00PM (Pine Trails) 9:00AM-1:00PM (Pine Trails)
Parkland Rangers Tackle Football Program Inc	Aug-Dec	Monday-Saturday (North Stand) Saturday	5:00PM-9:00PM (Pine Trails) 8:00AM-9:00PM (Pine Trails)
Parkland Soccer Club, Inc. - Rec Soccer	Oct-Feb	Monday-Thursday/Saturday and Sunday (South Stand) Monday-Thursday/Saturday and Sunday	5:00PM-9:30PM (Pine Trails) 9AM-4PM/3:30PM-8PM(Weekends)(Pine Trails)
Parkland Soccer Club, Inc. - Travel Soccer	Year Round	Monday-Saturday (North Stand) Saturday and Sunday	5:30PM-9:00PM (Pine Trails) (Terr) 8:00AM-8:00PM/8:00AM-5:00PM (Pine Trails)
Parkland Recreational Lacrosse League, Inc	Jan-May	Monday-Friday (South Stand) Saturday and Sunday	5:30PM-9:00PM (Pine Trails) 8:00AM-5:00PM (Pine Trails and Terr)
Parkland Little League, Inc.	Feb-July	Monday-Thursday/Sat and Sun 9AM-8PM (Terr) Monday-Thursday and Saturday (Terr)	5:00PM-8:00PM (Pine Trails)(Terr) 9:00AM-9:30PM (Terr)
Parkland Little League, Inc. (Fall)	Sept-Nov	Monday-Friday/Sat-Sun 9AM-8PM (Terr) Tues, Wed, Thurs, Fri, Sat, Sun (Terr)	9:00AM-8:00PM (Pine Trails) 9:00AM-9:00PM (Terr)
Recreational Basketball	Dec-March	Monday-Thursday and Sunday (South/Terr/PT) Monday-Thursday and Sunday	6:00PM-8:00PM (Pine Trails) (Terr) 6:00PM-9:00PM (Terr)
Parkland Travel Baseball Club, Inc.	Year Round	Monday-Sunday (North Stand) Monday-Sunday	9:00AM-9:00PM (Pine Trails) 9:00AM-6:00PM (Terr)
Girlylax, Inc. - Travel Lacrosse	Year Round	Monday-Friday and Sunday (Terr) Monday-Thursday	6:00PM-9:00PM and 9:00AM-12:00PM (Terr) 6:00PM-9:00PM (Terr)
Travel Basketball	Year Round	Sunday (PREC Gym) Sunday	9:00AM-12:00PM 9:00AM-12:00PM

Attachment C - Map of Park Concession Stands



Attachment C - Map of Park Concession Stands (continued)



NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011, by _____,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

PUBLIC ENTITY CRIME STATEMENT

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

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City

State

Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **CITY OF:** _____

*The foregoing instrument was acknowledged before me this ____ day of _____ 200____, by
_____ who is (who are) personally known to me or who has
produced*

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY _____ **NAME,** _____ **PRINTED,** _____ **TYPED** _____ **OR**
STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street

City

State

Zip

Telephone No. () _____ Fax No. () _____

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former names has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes ☐ No ☐ If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes ☐ No ☐ If Yes, explain: _____

Are you a sales representative ☐ distributor ☐ broker ☐ or manufacturer ☐ of the commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes ☐ No ☐

If yes, explain (date, service/project, bid title, etc): _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

ADD W-9 FORM

The foregoing was acknowledged before me this _____ day of _____, 20____, by
_____ who is personally known to me or who has
produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

[illegible][illegible]

NOTICE
BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID FORM.
- _____ 2. Fill out and sign the **PROPOSERS INFORMATION**.
- _____ 3. Fill out and sign the **NON_COLLUSIVE AFFIDAVIT** and have it properly notarized.
- _____ 4. Include a completed **W9 FORM**.
- _____ 5. Fill out and sign the **BACKGROUND CHECK AFFIDAVIT**
- _____ 6. Fill out the **BIDDERS QUALIFICATION STATEMENT**.
- _____ 7. Fill out the **REFERENCES PAGE**.
- _____ 8. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- _____ 9. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- _____ 10. Clearly mark the BID NUMBER AND BID NAME on the outside of the envelope.
- _____ 11. Submit ONE (1) Original AND THREE (3) Photocopies of your Bid, ONE (1) electronic copy and one (1) sealed bid price **(to submit in a separate sealed envelope)** with your submission.
- _____ 12. Submit Bid Bond (if required)
- _____ 13. Make sure your BID is submitted prior to the deadline. Late Bids will not be considered.
- _____ 14. Include proof of insurance.
- _____ 15. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR BID BEING DEEMED
NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL BY THE CITY
ATTORNEY**

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY),
a municipal corporation and _____
(CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # _____ (the RFP) the CITY accepted competitive
proposals for _____ (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the
entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation
committee and the City Commission of the City of Parkland, Florida, the CITY has determined
that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the
necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on
_____, 20 __, Resolution No 20 __ / __;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of
CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP
and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part
hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response
to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire
Contract, except to the extent specifically modified on Exhibit C Additional Terms and
Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the
Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations

and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire _____ () years from that date. The CITY reserves the right to extend the Contract for _____ () additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,

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

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- 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 public agency in a format that is compatible with the information technology systems to the public agency. .
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address cityclerk@cityofparkland.org or mailing address 6600 University Drive, Parkland, FL 33067.

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid

by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:
City Manager

Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking

any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF PARKLAND

By: _____
CHRISTINE HUNSCHOFSKY, MAYOR

Date: _____

ATTEST:

CITY CLERK

CONTRACTOR

Witnesses:

By: _____
Title: _____

Printed Name: _____

Date: _____

**ATTACHMENT “A”
ADDITIONAL TERMS AND CONDITIONS**

**EXHIBIT “A”
RFP 2018-16
CONCESSION SERVICES FOR TERRAMAR AND PINE TRAILS PARK**

EXHIBIT “B”
Contractor’s Response

EXHIBIT “C”
BACKGROUND CHECK AFFIDAVIT