

CITY OF PARKLAND
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
PHONE No. 954-757-4177

QUOTATION REQUEST

(For projects estimated under \$50,000)

DATE: 03/05/2020 NUMBER: QR NO. 2020-06



THIS IS NOT AN ORDER

QUOTE DUE DATE: March 19, 2020, 2:00 PM, EST
Quotes may be emailed to purchasing@cityofparkland.org

CRACK REPAIR AND RESURFACING SERVICES AT PTP COURTS 3 & 4

SECTION 1 – SPECIFICATIONS AND REQUIREMENTS

1.1. SCOPE:

The City of Parkland, Florida (CITY) is requesting on a fixed basis quotes from qualified, licensed, insured and experienced contractors to provide **Resurfacing Services at Pine Trails Park (PTP) Basketball Courts 3 & 4** in accordance with the specifications detailed herein.

1.2. MINIMUM SPECIFICATIONS:

Contractor shall provide all supervision, labor, service vehicles, materials, tools, equipment and appurtenances necessary for the completion of this contract, in the manner specified in this solicitation.

Outline of services the CITY is seeking:

- 1.2.1. Pressure clean entire court surface.
- 1.2.2. Flood court and patch/level all areas lower than 1/8 inch in depth.
- 1.2.3. Apply concrete primer.
- 1.2.4. Resurface court using acrylic court resurfacing material applied at manufactures recommended rate of coverage.
- 1.2.5. Apply first color coat at manufacturer's recommended rate of coverage.
- 1.2.6. Apply second color coat at manufacturer's recommended rate of coverage. Standard color striping on basketball court, per N.T.S.A. regulations. Standard colors include: White, Black, Yellow, Blue, Green, & Red). All other colors are custom.
- 1.2.7. ARMOR Crack Repair System or approved equal.

SECTION 2 – SPECIAL QUOTATION REQUIREMENTS

2.1. STATEMENT OF VENDOR'S QUALIFICATIONS:

Each vendor shall submit with their quote a Contractor's Equipment and Experience Statement indicating their experience record (e.g., Municipalities in which similar work is performed) in providing the work included in this contract. The City of Parkland shall have the right to take such steps as it deems necessary to determine the ability of the Vendor to perform its obligations under the Contract. It is understood that the Vendor shall furnish the City of Parkland all such information and data for this purpose as it may request. The right is reserved to reject any quote where an investigation of the availability evidence or information does not satisfy the City of Parkland that the vendor is qualified to carry out properly the terms of the Contract. All questions in the Contractor's Equipment and Experience Statement shall be completed.

2.2. WEATHER:

No repairs and resurfacing operations shall be conducted when climatic conditions would make such an operation ineffectual or dangerous. Such climatic conditions include, but are not limited to, heavy rains and heavy winds. The CITY shall, at its discretion, have the right to order the suspension of repairs and resurfacing operations whenever, in its judgment, weather conditions are such that repairs and resurfacing operation cannot be carried out in an effective manner.

2.3. SUPERVISION:

The Contractor shall provide proper inspection and supervision by a competent employee for the purpose of insuring that repairs and resurfacing are properly done in accordance with the provisions of this contract. The Contractor's Supervisor shall, at all times, be available at the designated area being repaired and resurfaced. This should be done by telephone notice given from the CITY to the Contractor's Office to aid in resolving any problem matter.

2.4. SERVICE HOURS:

Awarded contractor shall provide service Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

2.5. QUALITY ASSURANCE:

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of its responsibility.

2.5.1 Contractor's Personnel

- a) All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of its responsibility.
- b) The CITY may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CITY property is not in the best interests of the CITY. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on CITY premises. The CITY shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the CITY's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- c) The Contractor's personnel performing work on CITY property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on its uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from CITY property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held

fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

- d) At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- e) All Contractor's employees/service technicians shall be properly trained and qualified to provide the services covered under this contract.
- f) Contractor employees shall immediately report any damages done to CITY property to their supervisor. The supervisor shall then report such damage to the Public Works Superintendent.
- g) No smoking by Contractor's employees will be permitted at any time while on CITY property during the performance of services under this agreement.

2.5.2 Contractor's Vehicles

- (a) Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.
- (b) Contractor's vehicles will have assigned vehicle ID numbers and display company name and logo so CITY staff can denote which vehicles were working at which locations during site inspections.

2.6. DAMAGE TO PUBLIC OR PRIVATE PROPERTY:

- 2.6.1 The Contractor shall at all times use all means necessary to protect property. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the CITY.
- 2.6.2 If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the CITY of Parkland prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.
- 2.6.3 Contractor must provide protection necessary to prevent damage to property being repaired or replaced.
- 2.6.4 If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the Contractor to make repairs per the above section.

2.7. PROTECTION OF PROPERTY:

- 2.7.1 The Contractor shall at all times guard against damage or loss to CITY property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Facilities Superintendent or his designee.
- 2.7.2 Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractor's payment for the CITY's expenses incurred to restore the property to its original condition.
- 2.7.3 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.

2.8. PAYMENTS:

- 2.8.1 Awarded Contractor may only bill as per the Fee Bid. Travel time, mobilization fees, etc., are not billable.
- 2.8.2 Payment will be made after the services have been completed, accepted and property invoiced. Invoices must bear the CITY Facility Name, services performed, location, and purchase order number. The CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. All work performed under this Contract shall be subject to the inspection and approval of the Public

Works Superintendent (or designee), before payment is made.

- 2.8.3 The acceptance of work or payment for services by the CITY shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformity with and meet all industry standards.

SECTION 3 - STANDARD TERMS AND GENERAL CONDITIONS

3.1. **INFORMATION/CLARIFICATION/QUESTIONS:**

For information concerning this Quotation Request contact Yasmin Teja at purchasing@cityofparkland.org. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or quote procedures will only be transmitted by written addendum acknowledged by Vendor.

3.2. **ADDENDA, CHANGES OR INTERPRETATIONS DURING QUOTE:**

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 Vendors no later than seven (7) days prior to the established Quote Submission deadline. Each prospective Vendor shall acknowledge receipt of such addenda in the space provided in the quote form. In case any Vendor fails to acknowledge receipt of such addenda or addendum, its quote will nevertheless be considered as though it had been received and acknowledged and the submission of its quote will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Vendor will be bound by such addenda, whether or not received by the Vendor. It is the responsibility of each prospective Vendor to verify that it has received all addenda issued before Quotes are opened. No verbal interpretations may be relied upon.

3.3. **ELIGIBILITY:**

3.3.1 To be eligible to respond to this Quotation Request, prospective firms 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 Quotation Request 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.

3.3.2 Contractor shall comply with all environmental and specific industry guidelines as well as any/all local, state, and federal regulations.

3.4. **INSURANCE:**

The successful vendor shall not commence operations; construction and/or installation of improvements pursuant to the terms of this Quotation Request 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 City's Insurance 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 Department (see Section 5.4 for additional information).

3.5. **QUALIFICATIONS STATEMENT:**

3.5.1 Each Vendor shall complete the Qualifications Statement and submit the same with his Quote. Failure to submit the Qualifications Statement and the documents required there under with the Quote may constitute grounds for rejection of the Quote.

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

3.6. **VENDORS' COSTS:**

The CITY shall not be liable for any costs incurred by Vendors in responding to this Quotation Request.

3.7. QUOTED ACCEPTANCE:

Vendor warrants by virtue of submitting its Quote that the prices quoted will be firm for acceptance by the CITY for a period of ninety (90) days from the date of quote opening unless otherwise stated in the Quotation Request.

3.8. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Vendor 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.

3.9. MISTAKES:

Vendors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the Quotation Request. Failure of the Vendor to examine all pertinent documents shall not entitle Vendor to any relief from the conditions imposed in the contract and may lead to rejection of a quote.

3.10. REJECTION OF QUOTES:

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

3.11. RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:

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

3.12. LEGAL REQUIREMENTS:

3.12.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all quotes received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a quote 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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

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

3.13. BACKGROUND CHECKS:

As per City Ordinance Sec. 2-142.4. – Criminal Background Checks, for any contracts which require a contractor, subcontractor, consultant or subconsultant to perform work in or on City property where the Contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonably warrant background checks, the shall include a requirement with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property.

All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The Contractor or Consultant shall be required to submit an affidavit on the form included with the quote documents, certifying that background checks have been completed for all employees as set forth in subsection (2) of the code and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (4) of the code shall perform work on CITY property as referenced above.

3.14. EMPLOYMENT VERIFICATION:

As per City Ordinance Sec. 2-143.12-Verification of Employment Status, except as otherwise set forth in law, for any competitive solicitations which contemplate a contractor, subcontractor, consultant or sub-consultant to perform work in or on CITY property shall include a requirement that the successful respondent to any competitive solicitation uses the services of E-Verify to confirm the legal status of all persons performing services. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the CITY.

3.15. SPECIAL CONDITIONS:

Any and all Special Conditions contained in this Quotation Request 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.

3.16. PROHIBITION OF INTEREST:

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

3.17. CONFLICT OF INTEREST:

The Vendor 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 Vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

3.17.1 The VENDOR 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 Vendor 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.

3.18. NO CONTINGENT FEE:

Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor 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 Vendor, 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.

3.19. 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 Vendor'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.

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.
 5. **REQUEST FOR RECORDS; NONCOMPLIANCE.—**
 - (a) A request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the Vendor of the request, and the VENDOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time.
 - (b) If a Vendor does not comply with the CITY's request for records, the CITY shall enforce the contract provisions in accordance with the contract.
 - (c) A Vendor who fails to provide the public records to the CITY within a reasonable time may be subject to penalties under s. 119.10.
- 3.20. **NON-COLLUSIVE AFFIDAVIT:**
Each Vendor shall complete the Non-Collusive Affidavit Form and shall submit the form with the Quote. The CITY considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Quote.
- 3.21. **SUB-CONTRACTORS:**
If the Vendor proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the Quotation Request 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.
- 3.22. **CONE OF SILENCE:** A Cone of Silence shall apply as follows:
3.22.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for quotes, requests for qualifications and competitive quotes. 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 quotes 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.

- 3.22.2 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.
- 3.22.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Department for the CITY.
- 3.22.4 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.
- 3.23. 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 the 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.
- 3.24. VENDOR'S REPRESENTATION:
By virtue of its submission of this response to the Quotation Request, Vendor represents that it has reviewed all information which it has reason to believe is relevant to the making of this quote, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possesses which it believes is necessary to make a fully informed and accurate quote.
- 3.25. ADDITIONAL PROVISIONS:
- 3.25.1 Correction on quotes.
- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Department or designee prior to award. The unit prices shall not be changed.
 - (b) A vendor shall be permitted to correct clerical, non-judgmental mistakes of fact in their quote by Purchasing Director through a written directive.
 - (c) Voluntary reduction of price—The CITY may accept a voluntary reduction from a low vendor after quote opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for quotes. A voluntary reduction may NOT be used to ascertain the lowest responsive vendor.
- 3.25.2 Cancellation of quotes.
- (a) Any time prior to quote opening date and time, the CITY may cancel or postpone the quote opening or cancel the invitation for quote in its entirety.
 - (b) After quotes are open, any or all quotes may be rejected by the CITY.
- 3.25.3 Withdrawal of quotes.
- (a) Any vendor may voluntarily withdraw or amend their quote at any time prior to the quote opening by providing written notice to the CITY. Amendments should be forwarded to the Purchasing Director, sealed and identified.
 - (b) After quote opening, vendors shall not be allowed to withdraw a quote in less than ninety (90) days, or a specific time period stated in the invitation to quote with the following

exception—The quote is so outrageous as to be a prima facie evidence of a quote mistake, but a mistake that cannot be corrected by correction of mathematical computation.

3.26. 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.

SECTION 4 – CRITERIA FOR AWARD

4.1 The award of the quote shall be to the lowest, responsive, and responsible vendor that is in the best interest of the CITY. In determining the lowest responsive and responsible vendor, in addition to price, the CITY shall consider the following:

- (a) The ability, capacity and skill of the vendor to perform the contract.
- (b) Whether the vendor can perform the contract within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgement, experience and efficiency of the vendor.
- (d) The quality of performance on previous public or private contracts of similar type.
- (e) The previous and existing compliance by the vendor with laws and ordinances relating to this contract.
- (f) The ability of the vendor to provide future maintenance and service.

4.2 Tie quotes. The tie may be broken and the successful Vendor selected by the following criteria presented in order of importance and consideration:

- (a) Quality of the items or services if it is ascertainable.
- (b) Except as prohibited by Federal or State law, location of business, specifically those located within the city limits (as evidenced by a business tax receipt), or
- (c) If no business is located within the City limits, to a county-based business or a certified minority business enterprise, as defined in F.S. § 288.703
- (d) Time of delivery if provided in the quote.
- (e) If the criteria in subsections (g)(1) through (g)(4) do not resolve the tie, the city may award a contract to that vendor whose quote was received first as indicated by the time stamp on the envelope containing the quote.
- (f) If the criteria in subsections (g)(1) through (g)(5) of this section do not resolve the quote tie, contract award shall be made by a lot drawn by the purchasing director before at least one (1) witness.

The CITY reserves the right to award a contract to a Vendor other than the lowest-priced vendor, considering the above factors. The City also reserves the right to reject all quotes and shall document its rationale for any quote rejection.

4.3 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

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

SECTION 5 - SPECIAL CONDITIONS

5.1 ☒ TIME FOR COMPLETION/ LIQUIDATED DAMAGES (Applicable if box checked):

Failure to complete all the work within the time specified in this quote, including any extension granted in writing by the Contract Administrator, shall obligate the Contractor to pay the CITY, as liquidated damages and not as a penalty, an amount equal to \$100.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the CITY shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor. 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.

5.2 ☐ COUNTY/STATE LICENSE REQUIREMENTS (Applicable if box checked):

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

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

5.3 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.

5.4 INSURANCE (Applicable if box checked):

- ☒ 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.
- ☒ 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.
- ☒ Contractor shall pay all deductible amounts, if any.
- ☒ 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.
- ☒ 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.

☒ Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the 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.

☒ 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 One Hundred Thousand Dollars (\$ 100,000.00) 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

☒ Contractor shall furnish to CITY's PURCHASING DEPARTMENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within seven (7) business 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 seven (7) business days shall provide the basis for the termination of the Contract.

☒ 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.

☒ 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.

☒ 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.

QUOTE FORM

NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	14,560	SF	Pressure clean entire court surface.	\$_____/sf	\$_____
2	14,560	SF	Flood court and patch/level all areas lower than 1/8 inch in depth.	\$_____/sf	\$_____
3	14,560	SF	Apply concrete primer.	\$_____/sf	\$_____
4	14,560	SF	Resurface court using acrylic court resurfacing material applied at manufactures recommended rate of coverage.	\$_____/sf	\$_____
5	14,560	SF	Apply first color coat at manufacturer's recommended rate of coverage.	\$_____/sf	\$_____
6	14,560	SF	Apply second color coat at manufacturer's recommended rate of coverage.	\$_____/sf	\$_____
7	1,400	LF	Standard color striping on basketball court, per N.T.S.A. regulations. Standard colors include: White, Black, Yellow, Blue, Green, & Red). All other colors are custom.	\$_____/lf	\$_____
8	592	LF	ARMOR Crack Repair System or approved equal.	\$_____/lf	\$_____

IMPORTANT: Completion of this quote form is a requirement. Failure to do so may disqualify your submittal. This is a request for quote for the goods and/or services shown, subject to the Terms and Conditions accompanying this form. Any changes by Bidder to the City of Parkland's Terms and Conditions may cause Bidder's quote to be rejected. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation. Irregularities may, however, render the quotation non-responsive.

SUBTOTAL	\$
DELIVERY/FREIGHT (F.O.B. DEST)	\$
MISCELLANEOUS	\$
TOTAL COST	\$

Proposed completion date must not exceed ninety (90) calendar days after receipt of Purchase Order. Vendor who cannot meet completion requirements may be considered non-responsive.

Proposed delivery/start date: _____

Completion date: _____

Payment discount offered: _____

Name of Company _____

**QUOTE FORM
(Continued)**

The undersigned, as an authorized official of bidder, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____ DATE: _____

SIGNATURE: _____
Authorized Company Representative

PRINT NAME: _____

TITLE: _____

FAX NO: _____ EMAIL ADDRESS: _____

PHOTOGRAPH



REFERENCES

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the CITY. They should be of similar size, complexity and magnitude to the CITY. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Vendor: _____

1. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

4. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

3. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

BACKGROUND CHECK & EMPLOYMENT VERIFICATION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. Intends to enter into an agreement with the City of Parkland to provide the services detailed in Quotation Request # ____.
4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to CITY property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the CITY shall not be permitted to perform work under this contract in or on city property.
7. I attest that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade.
8. I acknowledge and agree to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Subcontractor during the Agreement term. All cost(s) incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor. Failure to meet this requirement may result in termination of the Agreement by the CITY.

Executed this _____ day of _____, 20 ____.

By _____
(Signature of Affiant)By _____
(Print Name and Title)

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)

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

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 _____, 20_____, 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.)