

QUOTATION REQUEST

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

DATE: 9/15/2020
NUMBER: QR NO. 2020-15



THIS IS NOT AN ORDER

QR 2020-15 BUSINESS CARDS PRINTING SERVICES

QUOTE DUE DATE:

September 23, 2020, 2:00 PM, EST

All responses to this Quotation Request **MUST** be submitted **ELECTRONICALLY** through the City of Parkland's official e-procurement platform powered by Vendor Registry. Solicitation responses submitted by any other means **WILL NOT** be accepted.

A copy of the complete solicitation package may be obtained from the City of Parkland's website:
<https://www.cityofparkland.org/Purchasing>

If you are not registered as a vendor with the City, you may do so, at no charge, which will then provide you with automatic notifications when the City posts solicitations.

Vendor(s) having difficulty submitting the solicitation document through Vendor Registry, immediately notify the City's Purchasing Department and then contact Vendor Registry for technical assistance.

SECTION 1 – SPECIFICATIONS AND REQUIREMENTS

1.1. SCOPE:

The City of Parkland, Florida (CITY) is requesting quotations on an open-end basis to provide **Business Cards Printing Services for the City of Parkland's** Office of Public Communications and various CITY Departments that may have need of these services and products in accordance with the specifications as set forth in this quotation request.

1.2. INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

1.2.1 The initial contract term shall commence on date of award and shall terminate two (2) years from that date. The CITY reserves the right to renew the contract for three (3) additional one (1) year subject to Vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the CITY. Notification of Intent to Renew will be sent in advance of expiration date of this contract.

1.2.2. All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

1.2.3. Quantities listed within this quotation are not a guarantee, but solely an estimate of anticipated annual usage.

1.3. SPECIFICATIONS AND REQUIREMENTS:

Vendor MUST have all printing, film outputting, collating and binding equipment on premises and may not subcontract any portion of this contract. Prior to award, the CITY reserves the right to conduct a visit and inspection of the facility to confirm all necessary and required equipment is on premises.

Quantity: Lots of Five Hundred (500).

Size: All cards must be 3.5" x 2.0". Square corners. Size variations are unacceptable. All trimmings must be exact size, with clean cut edges.

Stock: 16-pt Silk Matte Finish, Bright White, Samples of equivalent stock substitutions MUST be submitted and approved in writing.

Inks: If using spot colors: One (Spot) Color, Black, and White. The Spot Color is: PMS 7735 C (Green)

Gold foil accent on City Seal.

Artwork: A template file will be provided with the CITY seal and sample text in position.

Imprinting: A sample of the business card set up is provided.

The successful Vendor will be provided a sample for font type and size, position and line spacing. The Department names, phone numbers and e-mails, names and titles will vary from order to order.

CITY agencies will submit the information to be contained on the business card and the Vendor will be responsible for arranging the information to conform to the approved design. If a design is submitted that is not consistent with the approved design, Ms. Gayle Vasile, Communications Manager at 954-757-4120 should be contacted and will be responsible for approving any exceptions.

Proofs: A proof should be provided to the requesting CITY agency for their approval. If a proof is not provided, the Vendor will be responsible for reprinting the order to correct any mistakes. Rejected orders will be re-run at Vendor's expense.

Pricing: Two sided printing: One flat price per box of five hundred (500) business cards.

Using agencies will place orders as required, in lots of five hundred (500).

Orders placed by the using agencies may vary from a single order, or multiple orders, as required by the agency.

Packaging: Business cards carton should indicate the quantity and identify contents.

City seal

Gold foil
 Size: 0.75 in wide by 0.75 in high
 Starts at 0.45 in from the top and 0.1875 in from the left edge of the card

City of

Font: Arial Regular 10 pt. Leading: 12 pt
 Color (Dark Green): C=75 M=5 Y=100 K=0
 Starts at 0.1875 in from the top and 1.14 in from the left edge of the card

Parkland

Font: Arial Bold 14 pt. Leading 12pt
 Color (Dark Green): C=75 M=5 Y=100 K=0
 Starts at 0.34 in from the top and 1.14 in from the left edge of the card

Green line

Stroke Weight: 0.75 pt
 Width: 1.1 in
 Color (Dark Green): C=75 M=5 Y=100 K=0

Name

Font: Arial Bold 10 pt. Leading 12 pt
 Color (Dark Green): C=75 M=5 Y=100 K=0

Position/Title

Font: Arial Regular 9pt. Leading 10.8 pt
 Color: Black

Starts at 0.68 inches from the top and 1.14 in from the left edge of the card

Cell Number, Office Number, Email Address

Font: Arial Regular 9pt. Leading 12 pt
 Color: Black
 Starts at 1.05 in from the top and 1.14 in from the left edge of the card

FRONT OF BUSINESS CARD



CITY OF
PARKLAND

Todd DeAngelis
 Director of Communications

C: 954.867.5309
 O: 954.757.4126
 tdeangeliswwwwww@cityofparkland.org

6600 University Drive, Parkland, Florida 33067

Location Address

Font: Arial Regular 9pt. Leading 10.8 pt
 Color: White
 Starts at 0.15 in from the bottom and align horizontal center with address block

Location Address Block

3.5 in wide by 0.39 in high
 Color (Dark Green): C=75 M=5 Y=100 K=0
 Starts from the bottom edge of the card and is 0.39 in high (not including bleeds) and expands to the whole width of the card

Green Block with White Arrow Indent

3.5 in wide by 0.87 in high
 Color (Dark Green): C=75 M=5 Y=100 K=0
 Starts from the bottom edge of the card and is 0.87 in high (not including bleeds) and expands to the whole width of the card

Social Media Handles and URL

Font: Arial Regular 9pt. Leading 10.8 pt
 Color: White
 Align vertical center with icons

White Icons

0.22 in wide by 0.22 in high

BACK OF BUSINESS CARD



copfl



cityofparkland



CityParklandFL



cityofparkland.org

1.4. **MINIMUM SPECIFICATIONS:**

The product offered by the Vendor must on an overall basis be equal or greater in quality or performance than the Specifications and Requirements. CITY reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and Requirements are subject to rejection. Vendor should submit with the quote photographs, drawings, current manufacturer's catalogues, or product literature on items offered. However, this information and/or samples must be submitted within three (3) calendar days when requested by CITY. Literature should be clearly marked as to each

item number. Failure on the part of the Vendor to submit the requested literature, samples and/or catalogues may result in their quote being declared non-responsive.

1.5. WARRANTIES:

1.5.1 Warranty of Title: Vendor warrants to the CITY that all goods and materials furnished under the Contract will be new unless otherwise specified and that Vendor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

1.5.2 Warranty of Specifications: Vendor warrants that all goods, materials and workmanship furnished, whether furnished by the Vendor or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

1.5.3 Warranty of Fitness for a Particular Purpose: Vendor warrants the goods shall be fit for and sufficient for the purpose(s) intended.

1.5.4 Warranty of Merchantability: Vendor warrants that the goods to be supplied pursuant to the Contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

1.6. CONTRACT CONDITIONS:

The CITY may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The CITY regards rejected goods left longer than thirty (30) days as abandoned and the CITY has the right to dispose of them as its own property. Rejection for non-conformance, failure to provide commodities/services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

1.7. INSPECTION, ACCEPTANCE AND TITLE:

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the CITY.

1.8. SERVICE HOURS:

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

1.9. INFORMATION/CLARIFICATION/QUESTIONS:

The CITY provides specified time for Vendors to ask questions and seek clarification regarding the requirements of this solicitation. All questions or clarification inquiries must be submitted through Vendor Registry by the date and time referenced in the solicitation document (including any addenda). The CITY will respond to all questions via Vendor Registry.

SECTION 2 – STANDARD TERMS AND CONDITIONS

2.1. 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 five (5) calendar 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.

2.2. ELIGIBILITY:

2.2.1 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 commodities/services of similar magnitude to those specified in the scope section of this Quotation Request to at least one city similar in size and complexity to the CITY or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

2.2.2 No quote will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City of Parkland, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said CITY, or who is deemed irresponsible or unreliable by the CITY.

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

2.3. INSURANCE:

Vendor shall not deliver, commence operations; construction and/or installation of improvements pursuant to the terms of this Quotation Request, until certification or proof of insurance requirements as set forth herein 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 should be directed to the Purchasing Department (see Section 3 for additional information).

2.4. QUALIFICATIONS STATEMENT:

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

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

2.5. VENDORS' COSTS:

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

2.6. 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.

2.7. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

2.7.1. 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.

2.7.2. The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the CITY reserves the right to obtain such delivery from others without penalty or prejudice to the CITY or to the seller.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. LEGAL REQUIREMENTS:

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.12. BACKGROUND CHECKS:

2.12.1 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 CITY shall include a requirement for a

criminal background check with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on CITY property.

- 2.12.2 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.
- 2.13. 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.
- 2.14. 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.
- 2.15. CONFLICT OF INTEREST:
- 2.15.1 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. Vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.15.2 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.
- 2.16. 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.

2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 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 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.
 - 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 Department 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. 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.

2.22. 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 possess which it believes is necessary to make a fully informed and accurate quote.

2.23. ADDITIONAL PROVISIONS:

2.23.1 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.

2.23.2 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.

2.23.3 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.

2.24. DEFAULT AND TERMINATION:

2.24.1 Termination For Cause:

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be

liable for any and all damages permitted by law arising from the default and breach of the contract.

2.24.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

2.24.3 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.

2.25. TAXES:

CITY is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

2.26. PAYMENTS:

2.26.1. Awarded Contractor may only bill as per the price Bid. Travel time, mobilization fees, etc., are not billable.

2.26.2. Payment will be made after commodities/services have been completed, accepted and properly 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 Communications Director (or designee), before payment is made.

2.26.3. 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.

2.27. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")

The CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.27.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- 2.27.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.27.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.27.4 The nonperforming party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

SECTION 3 – SPECIAL CONDITIONS

- 3.13 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 \$_____ 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.

- 3.14 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. 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.

- 3.15 PERMITS, FEES AND NOTICES:
 The successful Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. City of Parkland Permit Fees shall be waived, except re-inspection fees.

Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Vendor' compliance with any laws or regulations

3.16 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.

3.17 INSURANCE (Applicable if box checked):**(Not Applicable if Delivery will be by Common Carrier)**

- 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 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.

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) 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 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 (4.2)(a) through (4.2)(d) 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 (4.2)(a) through (4.2)(e) 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 As the best interest of the City may require, the right is reserved to make award(s) by individual commodities or services, group of commodities or services, all or none 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 the group, the City reserves the right to award on an item by item basis.

4.4 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

After award of the contract, the Vendor shall be instructed to commence Work by written instruction in the form of a Purchase Order issued by the Purchasing Department 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 the successful Vendor submits to the CITY all required documents and/or after execution of the Contract by both parties.

4.5 CITY ORDINANCE:

City Ordinance Sections 2-141 through 2-146 as adopted on November 20, 2019 (Ordinance No, 2019-008) applies to this solicitation.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

QUOTE FORM

Prices quoted should be in unit of measure shown.

Quantities listed within this quotation are not a guarantee, but solely an estimate of anticipated annual usage.

ESTIMATED NO.	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	80	Box	Business Cards 500 cards per box. As per specifications and requirements.	\$/box	\$

Proofs - Proofs should be provided to the requesting department for their approval.

Vendor MUST have all printing, film outputting, collating and binding equipment on premises and may not subcontract any portion of this contract. Prior to award, CITY reserves the right to conduct a visit and inspection of the facility to confirm all necessary and required equipment is on premises.

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 Vendor to the City of Parkland's Terms and Conditions may cause Vendor'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.

DISCOUNTS:

Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes.

Payment discount offered: _____

ADDENDA:

List below all addenda (identified by number) that your Company has received and hereby acknowledges since issuance of this quote:

Name of Company _____

QUOTE FORM
(Continued)

SPECIFY ANY DEVIATIONS FROM SPECIFICATIONS AND REQUIREMENTS: (If additional space is required, provide on separate sheet).

DELIVERY INSTRUCTIONS:

Delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Delivery at other times shall be by special arrangement only. Delivery to be coordinated with the Using Department.

Delivery should not exceed fifteen (15) calendar days of the receipt of Purchase Order. Vendor who cannot meet delivery requirements may be considered non-responsive.

Please indicate delivery time after receipt of Purchase Order: _____ calendar days.

Delivery MUST be F.O.B. destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price bid.

Please indicate if delivery will be made by:

Common Carrier	_____
Company Vehicle	_____
Other	_____

DELIVERY LOCATION:

To be shipped to various locations within the City of Parkland.

Name of Company_____

QUOTE FORM
(Continued)

The undersigned Vendor, as an authorized official, 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.: _____ FAX NO: _____

SIGNATURE: _____
Authorized Company Representative

PRINT NAME: _____

TITLE: _____

DATE: _____

EMAIL ADDRESS: _____

REFERENCES

Provide specific references for at least three 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: _____

2. 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 _____, 2020.

By _____
(Signature of Affiant)

By _____
(Print Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 2020, 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 _____, 2020.

(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 _____, 2020, 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)

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:	City:	State:	Zip:
Telephone No.:		Fax No.:	
How many years has your organization been in business under its present name?			Years:
Are you operating under Fictitious Name ("dba")? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, submit evidence of compliance with Florida Fictitious Name Statute.			
Under what former name(s) has your business operated?			
At what address was that/those business(es) located?			
Are you Certified? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF CERTIFICATION			
Are you Licensed? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF LICENSE			
Are you claiming Minority Participation? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Are you claiming Local Preference? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Do you have the required insurance coverage's set forth in the QR? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES			
Has your company or you personally ever declared bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, explain?			
Are you a: sales representative <input type="checkbox"/> distributor <input type="checkbox"/> broker <input type="checkbox"/> or manufacturer <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>			
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 <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:			
Have you ever been debarred or suspended from doing business with any governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:			