

**CITY OF PARKLAND
REQUEST FOR PROPOSAL # RFP 2020-05
CITYWIDE FACILITY SECURITY UPGRADES**



RESPONSES ARE DUE BY 4/14/2020, 2:00 PM (EST)

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

The City of Parkland, Florida is seeking to obtain proposals from experienced and highly qualified firms for the design, installation and maintenance of major security improvements and enhancements to multiple City facilities in accordance with the terms, conditions, and scope of services of this proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until 4/14/2020, 2:00PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067** and shall be labeled "SEALED PROPOSAL FOR CITYWIDE FACILITY SECURITY UPGRADES, RFP 2020-05".

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

Proposers must submit one (1) identified original copy, one (1) electronic copy (either CD/DVD or flash drive), three (3) copies of the proposal including any attachments and one (1) sealed proposal price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

PRE-PROPOSAL CONFERENCE (*Non-Applicable*)

PRE-PROPOSAL CONFERENCE IS SCHEDULED

A pre-proposal conference is scheduled for 3/24/2020 at 9:00 AM at the City of Parkland City Hall, 6600 University Drive, Parkland FL 33067. Attendance at the pre-proposal conference is strongly encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements and visit the site location. Although the pre-proposal conference is optional, no modification or changes will be allowed because of the failure of the Proposer to have not visited the site or attend the conference and carefully review all available information.

ANTICIPATED SCHEDULE OF EVENTS

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

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	3/13/2020
Pre-proposal Meeting:	3/24/2020 @ 9:00 A.M. (E.S.T.)
Last day for questions/clarification	3/27/2020
Last day for addendum to be posted	4/2/2020
Proposal Submission deadline	4/14/2020 @ 2:00 P.M. (E.S.T.)
Evaluation Committee Meeting	Within 1 – 2 weeks
Top-ranked firm recommended to City Commission	First Available Meeting

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

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SECTION 1 - INTRODUCTION AND INFORMATION

1.1 CITY OF PARKLAND OVERVIEW:

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

In 2009, the City annexed approximately 2,000 acres commonly referred to as “the Wedge”. This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the Wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City’s population. As with the rest of the City, development of the Wedge to date and going forward will bring additional residential homes.

1.2 PROPOSAL REQUEST:

The City of Parkland, Florida is seeking to obtain proposals from experienced and highly qualified firms for the design, installation and maintenance of major security improvements and enhancements to multiple City facilities in accordance with the terms, conditions, and scope of services of this proposal (RFP).

1.3 INFORMATION/CLARIFICATION:

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

1.4 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:

Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer

¹ United States Census Bureau.

shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

1.5 QUESTIONS:

Questions should be sent to Anthony Cariveau, Purchasing Director by email at acariveau@cityofparkland.org.

1.6 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall commence upon final execution of the Contract by the CITY and shall expire three (3) years from that date. The CITY reserves the right to extend the contract for three (3) additional three (3) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.

1.7 ELIGIBILITY:

To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least three (3) other projects CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

- The Vendor shall have been continuously engaged in the business of providing Security Services (access control and camera systems) to local governments, school boards, or similar businesses for at least five (5) years.
- The Vendor has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.
- The Vendor must be properly licensed to install security cameras in Florida

1.8 PROPOSAL SECURITY (*Applicable if box checked*):

1.8.1 Each proposal must be accompanied by a certified or cashiers' check or by a Bid Bond made payable to the City of Parkland on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the CITY and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Base Bid (including any allowances) exclusive of any bid alternates. The City

reserves the right to reject any and all security tendered to the City.

1.8.2 The Proposal Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the RFP Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the RFP Security shall be forfeited. Proposal Security will be returned to unsuccessful Bidder upon execution of a Contract with the successful Bidder. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

1.8.3 The Proposal Security filed with the proposal shall be forfeited in its entirety to the CITY as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of the Contract Award.

1.9 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT (*Applicable if box checked*):

1.9.1 Within fifteen (15) calendar days after the Contract Award or prior to commencement of any work, whichever is sooner, the Successful Proposer shall execute and furnish to CITY a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

Financial Stability - A
 Financial Size – VIII

1.9.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall

be conditioned that the Successful Proposer perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned at the Successful Proposer promptly make payments to all persons who supply the Successful Proposer with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law. The bond shall insure payment of laborers, material suppliers, and subcontractors and the timely completion of the project and be in a form acceptable to the City.

1.9.3 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. ALL BONDS MUST BE APPROVED BY THE CITY ATTORNEY.

1.9.4 Failure of the successful Bidder to execute a Contract, file any required Performance and Payment Bonds shall be just cause for the annulment of the award and the forfeiture of the ITB security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

1.10 INSURANCE:

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

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SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS**2.1 SUBMISSION AND RECEIPT OF PROPOSALS:**

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

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

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

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

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

2.2 QUALIFICATIONS STATEMENT:

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

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

2.3 PROPOSERS' COSTS:

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

2.4 PROPOSAL ACCEPTANCE:

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

2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

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

2.6 MISTAKES:

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

2.7 REJECTION OF PROPOSALS:

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

2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:

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

2.9 LEGAL REQUIREMENTS:

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

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

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

2.10 BACKGROUND CHECKS:

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 City 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 bid 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.

2.11 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.

2.12 SPECIAL CONDITIONS:

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

2.13 PROHIBITION OF INTEREST:

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

2.14 CONFLICT OF INTEREST:

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

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

2.15 NO CONTINGENT FEE:

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.16 PUBLIC RECORDS / CONFIDENTIAL INFORMATION:

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

intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

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 CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

(b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.

(c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.17 RESERVED:

2.18 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

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

2.19 NON-COLLUSIVE AFFIDAVIT:

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

2.20 SUB-CONTRACTORS:

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

2.21 CONE OF SILENCE:

A Cone of Silence shall apply as follows:

2.21.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and

requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.21.2 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.

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

2.21.4 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.

2.22 MINORITY PARTICIPATION:

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

2.23 LOCAL PREFERENCE:

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

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

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

2.24 CONTRACT:

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

2.25 DRUG FREE WORKPLACE (DFW):

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

2.26 COMPLIANCE WITH LAWS:

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

2.27 PROPOSER'S REPRESENTATION:

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

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

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

2.28.2 Cancellation of bids.

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

2.28.3 Withdrawal of bids.

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

2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS:

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

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SECTION 3 – CRITERIA FOR AWARD**3.1 CRITERIA FOR AWARD:**

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

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

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

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

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

Scoring Guide:

0% of available points - No Response

50% of available points - Marginal

70% of available points - Acceptable

85% of available points - Exceeds Acceptable

100% of available points - Outstanding in all Respects

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Evaluation Criteria	Maximum Points
Technical Proposal	
1. Firm Qualifications. See section 5.3.3 (b)	15
2. Management, Supervisory and Staff Experience. See section 5.3.3.(c)	20
3. Methodology including Technical Approach and Understanding the Scope of Services. See section 5.3.3 (d)	35
4. Fee Proposal. See section 5.4 (To submit in a separate sealed envelope)	30
Total Maximum Points	100

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

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

- 3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.
- 3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.
- 3.2.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and

authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

- The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.
- Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The Purchasing Director may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under fifty thousand Dollars (\$50,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

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

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SECTION 4 - SPECIAL CONDITIONS4.1 TIME FOR COMPLETION/ LIQUIDATED DAMAGES (Applicable if box checked):

A. CONTRACT TIME:

The work to be performed under the Contract shall be commenced within 15 days of the issuance of a notice to proceed.

The number of days, which the work is to be substantially completed, is approximately two hundred (200) consecutive calendar days from the date of the commencement of the Contract time as specified in the Notice to Proceed. Final Completion shall be within three hundred (300) consecutive calendar days from the date of the commencement of the contract time as specified in the Notice to Proceed.

by virtue of the submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract, is familiar with the project and the project site and that time is of the essence. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

B. LIQUIDATED DAMAGES:

Because damages will be difficult to ascertain, liquidated damages of \$200 per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

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

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

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

4.3 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 he City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.4 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 Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

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

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

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.

4.5 SCRUTINIZED COMPANIES:

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS**5.1 PURPOSE:**

The City of Parkland is requesting proposals from experienced and highly qualified firms for major security improvements and enhancements to multiple City facilities through this Request for Proposal (RFP). The design, installation, maintenance and service provider is expected to address all the points in this RFP. This is a high-level information document and shall be kept under the Cone of Silence upon receipt of this package. The details of this RFP follow.

There are seven (7) buildings which require security improvements:

- i. City Hall, 6600 University Drive, Parkland, FL
- ii. City Library, 6620 University Drive, Parkland, FL
- iii. Parkland Recreational and Enrichment Center, 10559 Trails End, Parkland, FL
- iv. Amphitheater, 10561 Trails End, Parkland, FL
- v. Quigley Tennis Center, 7901 Parkside Drive, Parkland, FL
- vi. Public Works Building, 6500 Parkside Drive, Parkland, FL
- vii. Fire Station 109, 11601 Hillsboro Blvd., Parkland, FL
- viii. Server Room (location to be announced)

The systems designed and installed will require flexibility, expandability and redundancy within each facility. The buildings are interconnected with fiber services from AT&T.

The City of Parkland is seeking a new access control system, security cameras and a robust Video Management System (VMS). The VMS must integrate seamlessly with many leading-edge security technologies and provide an end-to-end solution to meet the requirements of this RFP. Various enhancements and specifications of systems will be defined in this RFP. The City has the right to Phase each of the facilities within budget constraints and anticipates all security facilities to be completed within two (2) years of final execution of the contract.

Future requirements are for flexibility, expandability, customization and ease of adjusting and monitoring once service has been completed.

The security systems anticipated to be installed throughout the City is to follow in the guidelines as required in this RFP.

Integration and conformity is prime to all components of the Security System.

5.2 SCOPE OF SERVICES:**5.2.1 The Facilities**

- i. **City Hall**, located at 6600 University Drive is a single-story structure comprised of approximately 20,400 square feet.

1. Full Camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the building, mounted to the building. Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.
2. Full camera coverage of all entry points to include but not be limited to both Public and Staff Entry Points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points.
4. Access control and monitoring sensors (open/close) at all exterior doors.
5. Access control and monitoring (open/close) of select interior doors. Proposer is to allow for a minimum of eleven (11) locations in this facility and provide recommendations as needed to ensure interior access control to staff offices and conference room.
6. Provide Panic Control Button at a minimum of one (1) location in this building. Proposer to outline in plan if additional panic devices are recommended.

ii. **The City Library**, located at 6620 University Drive is a single-story structure with approximately 17,520 square feet.

1. Full Camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the exterior of the building, mounted to the building. Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.
2. Full camera coverage of all entry points, both Public and Staff Entry Points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points. At a minimum there are two customer service points for checking materials in and out.
4. Access control and monitoring sensors (open/close) at all exterior doors.
5. Access control and monitoring (open/close) of select interior doors, proposer is to allow for a minimum of four (4) locations in this facility and provide recommendations as needed to ensure interior access control to staff offices and public meeting rooms.
6. Provide Panic Control Button device(s) at a minimum of two (2) locations in this building. Proposer to outline in plan if additional panic devices are recommended.

iii. **The Parkland Recreational and Enrichment Center**, located at 10559 Trails End is a single-story structure with approximately 21,970 square feet.

1. Full Camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the exterior of the building, mounted to the

building. Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.

2. Full camera coverage of all entry points, both Public and Staff Entry Points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points.
4. Access control and monitoring sensors (open/close) at all exterior doors. Access control and monitoring sensors at exterior doors connected to the gym and vestibule room (5 double doors) to be priced as an “add alternate” and restricted to emergency exit only with alarm system.
5. Access control and monitoring (open/close) of select interior doors, proposer is to allow for a minimum of four (4) locations in this facility and provide recommendations as needed to ensure interior access control to staff offices and data room.
6. Provide Panic Control Button at a minimum of one (1) location in this building. Proposer to outline in plan if additional panic devices are recommended.

iv. **The Amphitheater**, located on the same property as the Parkland Recreational and Enrichment Center, is a single-story structure with approximately 2,340 square feet.

1. Full Camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the exterior of the building, mounted to the building. Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.
2. Full camera coverage of all entry points, both Public and Staff Entry Points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points.
4. Access control and monitoring sensors (open/close) at all exterior doors.
5. Access control and monitoring (open/close) of select interior doors, the proposer is to allow for a minimum of four (4) locations in this facility and provide recommendations as needed to ensure interior access control to staff offices and conference room
6. Provide Panic Control Button at a minimum of two (2) locations in this building. Proposer to outline in plan if additional panic devices are recommended.

v. **The Quigley Tennis Center**, located at 7901 Parkside Drive is a single-story structure and is approximately 3,940 square feet.

1. Full Camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the building, mounted to the building. No coverage of any tennis court is requested.
 Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.
2. Full camera coverage of all entry points, both public and staff entry points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points.
4. Access control and monitoring sensors (open/close) at all exterior doors.
5. Access control and monitoring (open/close) of select interior door(s). The proposer is to allow for a minimum of two (2) locations in this facility and provide recommendations as needed to ensure interior access control to staff offices.
6. Provide Panic Control Button at a minimum of one (1) location in this building. The proposer is to outline in plan if additional panic devices are recommended.

vi. **The Public Works Building**, located at 6500 Parkside Drive, is a single-story structure of approximately 8,000 square feet. This building also houses Fire Station 42.

1. Full camera coverage for vehicular and pedestrian ingress and egress movement at the exterior of the exterior of the building, mounted to the building.
 Note: Vehicular coverage does not imply full camera coverage of parking lots and driveways. Vehicular coverage is intended for the ingress and egress coverage at the pedestrian entry points.
2. Full camera coverage of all entry points, both Public and Staff Entry Points.
 - a. Camera coverage for entry points should show ingress and egress of the person(s) face entering and leaving the building.
3. Camera coverage at all interior customer service points. The proposer shall provide at a minimum two locations.
4. Access control and monitoring sensors (open/close) at all exterior doors.
5. Provide Panic Control Button at a minimum of one (1) location in this building. Proposer to outline in plan if additional panic devices are recommended.

vii. **Fire Station No. 109**, located at 11601 West Hillsboro Blvd., is a single-story structure of approximately 9,660 square feet and houses City offices and the Fire Station. Security at this building is focused on the City Offices only.

1. Full Camera coverage of all entry points is required with a minimum of two (2) points to be covered.
2. Provide improved restricted access control.

viii. **Sever Room** (location to be announced) (See Section 5.2.2(2))

5.2.2 Security Components:

- i. Access Controls
 1. Employee Photo ID badge system shall be a true printed system with which integrates with access control.
 2. Installation, setup & monitoring of badging system at location to be determined by City.
 3. Access control to integrate with video monitoring system.
- ii. Cameras / Video management system
 1. Cameras and accessories
 - a. All cameras to be minimum 1080P Resolution
 - b. Cameras to be housed in vandal resistant secure housing.
 - c. Full High Definition (FHD)
 - d. IP66 Rating to protect against dust and environmental elements
 - e. IK10 rating for vandal resistant housing
 - f. Infrared illumination for night visibility
 - g. Defocus detection
 - h. View DR (120dB) for areas that have lighting differences
 - i. Capability to produce 30 FPS or more
 - j. Image stabilizing to reduce blurring
 - k. Day/Night capability
 - l. Pan, tilt, zoom (PTZ), and 360 degrees capability if required as part of design
 - m. RJ45 Connectivity
 - n. Power over Ethernet (PoE)
 - o. Must have motion detection
 - p. Capability to record audio
 - q. The System shall be compliant with the U.S. Department of National Defense Authorization Act of 2019 (“NDAA”). The NDAA outlines camera manufacturers that are not approved for use in government facilities.
 2. Server Equipment
 - a. Provide full server and equipment required for City wide system.
 - b. Equipment to be located in designated space by the City.
 - c. Existing ProWatch System to be replaced with new proposed system.
 - d. Provide for storage capacity of 30 days minimum of Video.

- e. Provide for expandability for double of what is required for this RFP.
 - f. All equipment in server room will be connected to server room APC Symmetra Uninterrupted Power Supply (UPS).
 - g. All software required to operate, maintain and manage system shall be included with full license for a minimum of three (3) years after completion. All Licenses shall be written to the City of Parkland.
 - h. Additional data switches will be required to increase the port capacity for the network cameras. The City currently uses Alcatel Lucent Enterprise Model 6860 data switches and expects any proposed switch to be comparable and compatible in specifications. If proposer selects Alcatel Lucent, they must provide all applicable stacking cables to connect to the existing switches.
- iii. Panic Button
 - 1. Proposer to allow for a minimum of one (1) location in each building unless otherwise recommended by proposer.
 - 2. Button shall be red and name plate provided.
 - 3. The Panic Button shall be mounted in a location not visible to the public.
 - 4. The Panic Button to provide automatic lock down of building. Proposer to provide recommendation/ outline of which doors are to be locked down in the interior of the building (in addition to all exterior doors.)
 - 5. Button activation shall automatically notify 911.

5.2.3 Support & Maintenance:

- i. The successful Vendor shall provide technical expertise, knowledgeable staff and effective procedures to resolve system errors in a timely fashion. Response time shall be same day if call is placed prior to 12:00 noon; and next day before noon if call is place dafter 12:00 noon. General assistance will be made readily available during regular City business hours Monday through Friday and during meetings generally held on weekday evenings. Online support with troubleshooting features, frequently asked questions, and general system overview shall be provided by the successful Vendor 24 hours a day, and 365 days a year. Telephone support shall be provided through a toll-free number. Provide on-call support 8:00 am – 11:00 pm EST, Monday - Friday.
- ii. The City of Parkland requires a minimum of three (3) year’s support and onsite support with the option to continue annual support after the three 2-year periods have ended. The proposer should provide a detailed description of standard and extended support, maintenance, and the average response time for a support request.
- iii. License renewal shall be mandatory and automatic to the City.

- iv. Please be sure to state the name of the company which will be delivering service and on-site support for this solution. If service has been outsourced to another firm, include the length of time this relationship has been in
- v. The license(s) will be provided for each facility.

5.2.4 Equipment & System Warranty:

- i. Proposer shall include the warranty details for all pieces of equipment and software to be used and installed.
- ii. A minimum of three (3) years standard warranty is to be provided.

5.2.5 Installation of system(s):

- i. All work to be designed, drawings provided and fully permitted for each facility.
- ii. Provide drawing for review by the City at 50%, 90% and 100% completion.
- iii. Provide a specification book for provided equipment with quantities to include all cut sheets and specifications for each piece of equipment and software to be used and installed.
- iv. All wiring to be fully concealed throughout the installation. No surface mounted conduits or mounting will be acceptable. Vendor to repair all surfaces damaged during installation and be repaired to match existing conditions.
- v. No wireless equipment is to be used in any portion of this project.

5.2.6 Training:

- i. The successful Vendor shall provide all the essential training needed to successfully operate the Vendor's system to City Employees. Such training shall take place on-site with no additional charge to the City.
- ii. The City must be adequately trained to begin using the system(s) installed after the contractor has completed installing and configuring the system(s).
- iii. Yearly training sessions to be provided during standard warranty period.

5.2.7 Confidentiality:

- i. Contractor shall maintain all documentation, design and installation in strict confidence throughout and after completion. (Complete and return the Non-Disclosure Agreement. See Attachment B).

5.2.8 Ownership:

- i. The City shall be provided with full ownership of all equipment and software upon completion of installation.
- ii. The successful Vendor shall represent and declare the sole ownership of the software product, or if not the sole owner, receive complete authorization from the owner to license this software product with full right and power to grant the City rights to use the software. The Vendor

further represents and declares that the software is of the original form with no infringement upon any other patent, copyright, trademark or any other ownership right of another person.

5.2.9 Permit Fees:

- i. All permitting fees are to be paid by the City.

5.2.10 As-Builts:

- i. Close-out documents are to be provided at completion of installation to include but not be limited to Operations Manual(s), Education and Support.
- ii. Documentation: The successful Vendor is to provide complete documentation to the City for each of the media system's components (specifications, white papers for each component)
- iii. Complete set of As-Built drawings to show all wiring runs and properly labeled.
- iv. All equipment sheets, warranties to be provided in a 3-ring binder properly labeled.
- v. Provide one (1) hard copy of close out documents and one (1) electronic copy.

5.2.11 Facility Specifications in Order of Installation Priority:

All notes for each facility are a suggestion for that facility. Proposers should utilize their expertise and experience in designing the camera coverage and access control using these notes as a minimum for their design.

- a) Reviews service contracts and monitors transaction compliance (milestones, deliverables, etc.).

The deliverables shall be accepted by the City when:

- (1) The deliverables have been delivered, installed and made ready for use at the City's site in accordance with the installation and operating specifications;
 - (2) The City has tested the deliverables and the deliverables have passed testing;
 - (3) The City's staff have received system documentation and training;
 - (4) The City agrees that deliverables meet or exceed the specifications and those contained in the scope of work and order concerning performance and capabilities of the deliverables.
- b) Once the deliverables are installed in the City's premises as specified herein with regard to the Final Installation Date, the Vendor shall notify the City's Contract Administrator in writing that the deliverables as specified have been installed in good working order and ready for use, that the modifications or

enhancements are completed as defined and specified herein, are in good working order, ready for use, and to the best of the Vendors knowledge is one hundred percent operational and that the deliverables as installed is ready for testing. At that point, the City shall have fifteen (15) working days to perform and complete acceptance testing on-site. If the deliverables as installed and represented passes such testing, the City shall so notify the Vendor in writing termed the Certificate of Acceptance.

- c) If the deliverables as installed fails to pass such testing, the City shall notify the Vendor in writing and the Vendor shall then have ten (10) working days to correct any failure. The Vendor shall then certify to the City that the failure has been corrected and the City shall have five (5) working days for additional testing at which time the City shall supply the Certificate of Acceptance if the deliverables passes testing. If the deliverables fails testing twice, at the City's option:
- (1) the correction period may be extended as agreed by the parties; or
 - (2) the City may terminate the Agreement, return the specifications, product and documentation to the Vendor and the Vendor will refund to the City any payments previously given to the Vendor for the deliverables and modifications or enhancement pursuant to the Agreement.

5.2.12 The awarded Vendor shall be responsible for obtaining all necessary permits, inspections and licenses. The awarded Vendor shall be familiar with all laws and regulations that may in any way affect the work. The proposer shall be responsible for the cost of repairs resulting from negligent acts by his employees. Vendor shall report any ensuing damage to furniture/appliances directly to the Superintendent or Contact Person.

5.2.13 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 Vendor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

(a) Contractor's Personnel

- i. 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 his/her responsibility.
- ii. 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. Contactor 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 Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

- iii. The Vendors personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Vendor agrees to be responsible for such personnel. All Vendors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a uniform shirt and/or proper identification is not permitted and shall be grounds for removal from City property. The Vendor 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.
- iv. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- v. All Vendor's employees/service technicians shall be properly trained and qualified to provide the services covered under this contract.
- vi. Vendor 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.
- vii. No smoking by Vendor's employees will be permitted at any time while on City property during the performance of services under this agreement.

(b) Vendor's Vehicles

- i. Vendor'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.
- ii. Vendor'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.

5.2.13.1 Vendor shall furnish all equipment and supplies and will operate, maintain, and repair all equipment necessary to perform work required within this solicitation.

5.2.13.2 Each crewmember shall wear an identification card with a photograph or uniform that identifies him or her as a member of

the Vendor's workforce. Vendor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City site.

5.2.13.3 Vendor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City and the general public. Smoking is NOT permitted in any City facility.

5.2.13.4 All employees of the Vendor shall be considered to be, at all times the sole employees of the Vendor, under his sole direction and not an employee or agent of the City. The City may require the Vendor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.

5.2.14 DAMAGE TO PUBLIC OR PRIVATE PROPERTY:

(a) The Vendor shall at all times use all means necessary to protect property. Damage to public and/or private property shall be the responsibility of the Vendor and shall be repaired and/or replaced at no additional cost to the City.

(b) If property (public or private) is damaged while Vendor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the City of Parkland prior to the final acceptance of the work. Vendor 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.

(c) Vendor must provide protection necessary to prevent damage to property being repaired or replaced.

(d) If the work site has any pre-existing damage, the Vendor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the Vendor to make repairs per the above section.

5.2.15 The City may elect the right to direct purchase selected materials and equipment in order to realize the benefits of owner tax exempt status and such direct purchase shall be without any additional cost to the City, as listed in 5.2.16.

5.2.16 OWNER DIRECT PURCHASE (Applicable if box checked):

Sales Tax Recovery: This project is not exempt from State or Local Sales and Use Tax. All materials and equipment incorporated and used in the construction of the work and becoming a permanent part of the project are subject to State and Local Sales and Use Tax. It shall be the bidder's sole responsibility to incorporate into the bid proposal any and all of the applicable taxes.

The City of Parkland is exempt from payment of State and Local Sales and Use Tax on building materials and equipment purchased directly by the City of Parkland. Any State and Local Sales and Use Tax on items not purchased directly by the City will be paid for by Vendor. The City of Parkland shall have the option (at its sole discretion) of purchasing all or any portion of the materials and equipment included in each construction contract directly from the manufacturer or supplier in accordance with the following procedure:

The Vendor will provide to the City of Parkland, a list of the major equipment and materials included in the project, along with the Vendor's cost of same from vendors and/or suppliers. The City of Parkland shall review this list and determine which items of equipment and materials, if any, the City of Parkland will purchase directly.

The Vendor agrees to comply with the Sales Tax and Recovery Program should the City of Parkland decides to exercise its option to purchase the materials directly from the Vendors. The cost of materials, purchased by the City of Parkland, and sales tax will be deducted from this contract by Change Order. The value of the sales tax savings is not to be used in calculating the lump sum contract price. Upon determination by the City of Parkland that an item will be purchased directly by the City of Parkland, such item shall be procured as follows:

(a) The City of Parkland will issue a purchase order directly to manufacturer or supplier (Vendor) which purchase will be in the name of the City of Parkland;

(b) The City of Parkland's purchase order will clearly state the purchase is exempt from sales tax pursuant to the City of Parkland's sales and use tax exemption certificate;

(c) Acknowledgment of receipt of the item and approval for payment will be documented by an official of the City of Parkland or an authorized agent of the City of Parkland;

(d) The Vendor will invoice the City of Parkland directly for payment and payment will be made directly by the City of Parkland to Vendor;

(e) Title to equipment and materials will vest in the City of Parkland upon receipt;

(f) The cost, including sales tax, of the materials that the City of Parkland directly purchases under the Sales Tax Recovery Program will be deducted by change order from the price of the contract between the City of Parkland and the Vendor; and

(g) The Vendor shall purchase builder's risk insurance for the Project which policy has been endorsed to provide that the City of Parkland is sole beneficiary of the proceeds in the event of a loss.

Based on the foregoing, the legal incidence of the sales tax is directly upon the City of Parkland for building materials the City of Parkland desires to purchase where the purchases are made pursuant to the Sales Tax Recovery provisions of the construction contract. Such purchases made pursuant to the construction contract may be made exempt from sales tax under s. 212.08(6), F.S.

5.2.16.1 Pursuant to Florida Statutes, Section 212.08(6), The City of Parkland is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project.

5.2.16.2 For construction Contracts valued at \$25,000, or lesser amounts as determined by the City, the City may, at its discretion, use the direct purchase method for large dollar value equipment and materials that realize a tax savings.

5.2.16.3 Direct purchases will be negotiated with the Vendor based on those items identified by the Professional. The final determination as to whether to direct purchase any materials or equipment shall be made by the Purchasing Director after consultation with the City's Project Manager.

5.2.16.4 When it has been determined that the use of direct purchases is warranted, the City shall provide the materials or equipment for installation by the Vendor.

5.2.17 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.

5.2.18 PRICING:

Prices quoted shall be firm for the contract and invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm throughout the entire contract term will be grounds for contract termination. All invoices for fees, services, or costs shall be submitted with sufficient detail to demonstrate strict compliance with contract terms.

5.2.19 COMPETENCY OF PROPOSERS:

Proposals will be considered only from firms which are regularly engaged in the business of providing services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance.

5.3 PROPOSAL REQUIREMENTS:**5.3.1 Proposal Format**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner.

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

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

- a) Title Page
Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
- b) Table of Contents
- c) Transmittal Letter
A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.
- d) Detailed Proposal

The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Section 5-Specifications and Proposal Requirements, including Sections 5.3.3 (b), (c) and (d).

- e) Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFP TO BE ANSWERED. ALL FORMS TO BE COMPLETED.

5.3.3 Technical Proposal

a) General Requirements

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

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

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

b) **Firm Qualifications (15 points):**

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

Proposer should:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify

Any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.

- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
- (5) Provide as a minimum four (4) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the City of Parkland or City of Parkland employees as references.

c) **Management, Supervisory and Staff Experience (20 points):**

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

Proposer should:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- (4) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.

d) **Methodology including Technical Approach and Understanding of the Scope of Services (35 points):**

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

Proposer should:

- (1) Describe the approach to completing the tasks specified in the Scope of Services.
- (2) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- (3) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

5.4 **Fee Proposal (To submit in a separate sealed envelope) (30 points):**

a) **Schedule of Compensation**

The Proposer shall complete the "Fee Proposal" included as Attachment A with the RFP. Proposers shall list pricing as described on Attachment A on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

The Fee Proposal should include a total all-inclusive Maximum Price for all of the facilities. In addition, please provide an hourly rate for any additional work that may be needed.

The proposals response with the lowest proposed grand total amount being offered will receive thirty (30) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by thirty (30) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:
\$50,000, they will receive 30 points, if the second is:
\$60,000 the calculation is as follows:
\$50,000 / \$60,000 x 30 = 25 points)

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EXHIBIT A – FEE PROPOSAL PARKLAND CITY HALL

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:		\$	\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND LIBRARY

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$
			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND RECREATION AND ENRICHMENT CENTER

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: *List, describe, and record the cost of each piece of hardware that is required.*

Software Licensing: *List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.*

Installation: *Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.*

Maintenance: *Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.*

Documentation & Training: *If there are fees associated with your user or technical documentation, list them here.*

Project Management: *If there are project management fees associated with your proposed solution, list and describe them here.*

Miscellaneous: *List and describe any other costs associated with your proposed solution.*

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:		\$	\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

**Include “add alternate” for five (5) doors – gym and vestibule,
see Section 5.2.1.(iii). \$ _____**

EXHIBIT A – FEE PROPOSAL PARKLAND AMPHITHEATER

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND QUIGLEY TENNIS CENTER

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND PUBLIC WORKS

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND FIRE STATION 109

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

EXHIBIT A – FEE PROPOSAL PARKLAND SERVER

Provide a total cost, including travel expenses, and “not to exceed” amount for the work described in the scope of work.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Schedule of Values				
Costs	Unit	Quantity	Unit Price	Total
Hardware				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Installation				\$
Annual Maintenance (First 3 Years)				\$
Documentation & Training				\$
Project Management (First 3 Years)				\$
Miscellaneous				\$
Other (Specify)				\$
Totals:			\$	\$

Cost Summary for Renewal Option – Three, Three Year Periods				
Costs	Years 4/5/6	Years 7/8/9	Years 10/11/12	Total
Hardware Support				
Access Equipment				\$
Video Equipment				\$
Security Management				\$
Control Panel(s)				\$
Panic Device(s)				\$
Software Licensing				
Access Software				\$
Photo Badging				\$
Video Interface				\$
Remote Management				\$
Maintenance				\$
Project Management				\$
Miscellaneous				\$
Other (Specify)				\$
Total:	\$	\$	\$	\$

FEE PROPOSAL – SUMMARY

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with the operation and maintenance of your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Note: The listing below is a general guide for the proposal. Proposer may expand this listing as needed to provide a clear understanding of items being provided.

		Summary				
Item		Base 3 Year	Year 4/5/6 Renewal	Year 7/8/9 Renewal	Year 10/11/12 Renewal	Total
i.	City Hall					\$
ii.	Library					\$
iii.	Parkland Recreational and Enrichment Center					\$
	Add Alternate: five (5) doors (gym and vestibule)					\$
iv.	Amphitheater					\$
v.	Quigley Tennis Center					\$
vi.	Public Works					\$
vii.	Fire Station 109					\$
viii.	Server Room					\$
ix.	Other (Specify)					\$
Add all areas together for one GRAND TOTAL:		\$	\$	\$	\$	\$

Proposers are requested to provide costs below for hourly rates for both service and training; however, this cost will not be used for evaluative purposes.

Hourly Rate (for additional services as needed.)	\$ _____	Per Hour
Hourly Rate (for training) after the initial three (3) year Contract Term.	\$ _____	Per Hour

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.	
Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	

ATTACHMENT B – PLANS

**PLEASE COMPLETE AND RETURN THE FOLLOWING
NON-DISCLOSURE AGREEMENT FORM TO
OBTAIN PLANS FOR THIS SOLICITATION.**



CITY OF PARKLAND
NON-DISCLOSURE AGREEMENT

Each Party and its respective employees, officers, and agents (collectively, the “Receiving Party”) may receive or have access to data and information that is confidential and proprietary to another party relating to the City of Parkland’s Citywide Facility Security Upgrades (each, a “Disclosing Party”). All such data and information (collectively, the “Confidential Information”) made available to, disclosed to, or otherwise made known to the Receiving Party in connection with the City of Parkland’s Citywide Facility Security Upgrades shall be considered the sole property of the Disclosing Party. Confidential Information may be used by the Receiving Party only as reasonably necessary for the purposes of performing the obligations of the Receiving Party relating to the City of Parkland’s Citywide Facility Security Upgrades. The Receiving Party shall maintain the confidentiality of all Confidential Information provided by the Disclosing Party. The Receiving Party shall not use, duplicate, or disclose the Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party. These obligations of confidentiality and non-disclosure shall survive the termination or expiration of work related to the City of Parkland’s Citywide Facility Security Upgrades. All Security and Fire Safety plan information is exempted from public disclosure per the requirements of Florida Statutes 119.071(3).

_____	_____
Authorized Signature	Company Name
_____	_____
Typed/Printed Name	Address
_____	_____
Telephone	City, State, ZIP
_____	_____
Email address	Federal Tax ID Number

Given under my hand and the Seal of the said corporation this _____ day of _____, 20__.

(SEAL)

By: _____

Secretary

Corporate Title

NOTE: The NDA submitted must clearly show to the satisfaction of the City of Parkland that the person signing the NDA for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By:

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

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

AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT

A. If the Proposer is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Proposal and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.

B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Proposal and Bid Bond, if such bond is required, to the City of Parkland for: _____ and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME: _____

TITLE: _____

SIGNATURE: _____

Given under my hand and the Seal of the said corporation this _____ day of _____,

20_____.

(SEAL)

By:

Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Parkland that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

DRUG-FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Bidder's Printed Name

PUBLIC ENTITY CRIME STATEMENT

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

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name:			
Social Security/Federal Tax I.D. No.:			
Proposer's Name (Print):			
Title:			
Address:			
	<i>Street</i>	<i>City</i>	<i>State</i> <i>Zip</i>
Telephone:			Fax:
Email Address:			

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

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

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

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

Proposer's Authorized Signature

Date

Proposer's Printed Name

CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE

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

BUSINESS ADDRESS of PROPOSER:

Company Name

Contact Person

Address

City State Zip

Telephone No. _____ Fax No. _____

Email Address: _____

Federal ID. No. or Social Security No. _____

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

Individual ____ Partnership ____ Corporation ____ LLC ____ Other ____

AUTHORIZED SIGNATURE OF PROPOSER

Signature

Printed Name

If individual list dba: _____

If Corporation include Corporate Name: _____

Attest: _____

(SEAL)

Corporate Secretary Signature: _____

Printed Name: _____

NOTARY PUBLIC:

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

*The foregoing instrument was acknowledged before me this ____ day of _____ 20____, by

_____ who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

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

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.

Proposer: _____

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: _____

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

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

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"/> (See Section 2.22)			
Are you claiming Local Preference? Yes <input type="checkbox"/> No <input type="checkbox"/> (See Section 2.23)			
Do you have the required insurance coverage's set forth in the RFP? 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:			

ADD W-9 FORM

BACKGROUND CHECK & EMPLOYMENT VERIFICATION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

1. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
2. _____ intends to enter into an agreement with the City of Parkland to provide the services detailed in ITB # _____.
3. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
4. 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.
5. 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.
6. 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.
7. 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)

SCRUTINIZED VENDOR CERTIFICATION

I, _____, on behalf of _____,
Print Name and Title Vendor Name

Certify that _____ does not:
Vendor Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City’s determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled “Vendor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Date

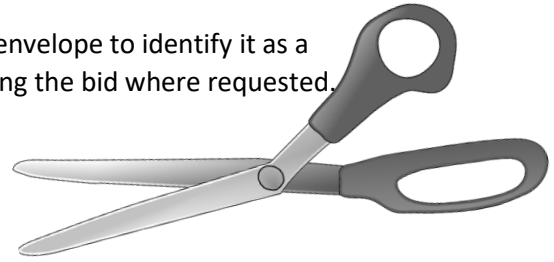
NOTICE
BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU.....

	Carefully read the SPECIFICATIONS and then properly fill out the PROPOSAL FORM.	✓
1.	Fill out and sign the NON-COLLUSIVE AFFIDAVIT and have it properly notarized.	
2.	Sign the AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT Failure to do so will result in your Bid being deemed non-responsive.	
3.	Sign the VENDOR DRUG FREE WORKPLACE FORM.	
4.	Sign the PUBLIC ENTITY CRIME STATEMENT.	
5.	Fill out and sign the PROPOSERS INFORMATION.	
6.	Fill out and sign the CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE and have it properly notarized.	
7.	Fill out the REFERENCES PAGE. <i>(Do not list the City of Parkland or City of Parkland employees as references.)</i>	
8.	Fill out the PROPOSERS QUALIFICATION STATEMENT.	
9.	W-9	
10.	Fill out the BACKGROUND CHECK AFFIDAVIT.	
11.	Fill out the SCRUTINIZED VENDOR CERTIFICATION.	
12.	Clearly mark the BID NUMBER AND BID NAME on the outside of the envelope.	
13.	Submit ONE (1) Original AND THREE (3) Photocopies of your Proposal, ONE (1) electronic copy and one (1) sealed proposal price (to submit in a separate sealed envelope) with your submission.	
14.	Submit Bid Bond <i>(if required)</i>	
15.	Make sure your PROPOSAL is submitted prior to the deadline. Late Proposals will not be considered.	
16.	Include proof of insurance.	
17.	Include copies of all Licenses and Certifications.	

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

Label for Sealed Bid Envelope

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID – DO NOT OPEN	
DUE DATE: 04/14/2020 @ 2:00 PM	
Sealed Bid No. 2020-05	
<u>Deliver to:</u>	
City of Parkland, City Hall	
6600 University Drive	
Parkland, FL 33067	
954-753-5040	
SUBMITTED BY:	
ADDRESS:	
CITY, STATE, ZIP	
EMAIL:	
TELEPHONE NO.:	

Please note: From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid. If you are a registered vendor with the City, you will automatically receive notification of all addenda by email or fax. If you are not, you should periodically check our website to download any addenda which may have been issued. To become a registered vendor, please visit our website at <http://cityofparkland.org/purchasing>. Once registered you will begin receiving automatic notifications of both bids and addenda.

SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL
BY THE CITY ATTORNEY

CONTRACT

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

W I T N E S S E T H:

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

WHEREAS, the Services are delineated in the RFP; and

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

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

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

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

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

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

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

ARTICLE 3

COMPENSATION

- 3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month

except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

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

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

ARTICLE 5

INSURANCE

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

ARTICLE 6

TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the

CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

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

ARTICLE 7

EEO AND ADA COMPLIANCE

- 7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.
- 7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either

party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

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

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

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

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

8.4 COMPLAINTS AND DISPUTES:

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

8.5 PUBLIC ENTITY CRIME ACT

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

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

8.6 INDEPENDENT CONTRACTOR

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

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

8.7 THIRD PARTY BENEFICIARIES

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

8.8 NOTICES

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

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

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

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

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

8.10 CONFLICTS

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

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

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

8.11 MATERIALITY AND WAIVER OF BREACH

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

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

8.12 COMPLIANCE WITH LAWS

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

8.13 SEVERANCE

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

8.14 JOINT PREPARATION

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

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

8.16 AMENDMENTS

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

8.17 PRIOR CONTRACTS

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

8.18 INCORPORATION BY REFERENCE

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

8.19 REPRESENTATION OF AUTHORITY

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

8.20 MULTIPLE ORIGINALS

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

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

Witnesses:

CITY OF PARKLAND

By: _____
CHRISTINE HUNSCHOFSKY, MAYOR

Date: _____

ATTEST:

CITY CLERK

CONTRACTOR

Witnesses:

By: _____

Title:

Printed Name: _____

Date: _____

EXHIBIT "A"
RFP 2020-05
CITYWIDE FACILITY SECURITY UPGRADES

EXHIBIT "B"
VENDOR'S RESPONSE

**EXHIBIT “C”
ADDITIONAL TERMS AND CONDITIONS**