

**CITY OF PARKLAND**  
**INVITATION TO BID # 2018-25**  
**AQUATIC WEED CONTROL SERVICES**



**RESPONSES ARE DUE BY SEPTEMBER 25, 2018, 2:00 PM (EST)**

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

The City of Parkland, Florida is seeking to obtain Bids from qualified firms to provide Aquatic Weed Control Services to the City of Parkland "(CITY)" in full accordance with the terms, conditions and specifications contained in this Invitation to Bid (ITB).

Sealed Bids will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until September 25, 2018, 2:00PM local time, at which time they will be publicly opened and read. All Bidders or their representatives are invited to be present. Bids 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 BID FOR Aquatic Weed Control Services ITB 2018-25".

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

Bidders must submit one (1) identified original copy, one (1) electronic copy, and one (1) copy of the bid including any attachments with the submission. The bid shall be signed by a representative who is authorized to contractually bind the Bidder.

**[ X ] PRE-BID CONFERENCE IS SCHEDULED**

A pre-bid conference is scheduled for September 4, 2018 at 10:00 AM at the City of Parkland City Hall, 6600 University Drive, Parkland FL 33067. Attendance at the pre-bid conference is strongly encouraged. This information session presents an opportunity for the Bidders to clarify any concerns regarding the bid requirements and visit the site location. Although the pre-bid conference is optional, no modification or changes will be allowed because of the failure of the Bidder 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 bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	08/24/2018
Pre-bid Meeting:	09/04/2018 at 10 a.m. (E.S.T.)
Last day for questions/clarification	09/12/2018
Last day for addendum to be posted	09/14/2018
Bid Submission deadline	09/25/2018 @ 2:00 P.M. (E.S.T.)
Firm recommended to City Commission	First available meeting (publicly noticed)

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

**SECTION 1 - INTRODUCTION AND INFORMATION**

The City of Parkland, Florida (the CITY) is requesting bids from qualified, licensed, insured and experienced Aquatic Weed Control contractors/professionals to provide Aquatic Weed Control Services on a monthly basis in accordance with the specifications detailed herein. Contractor shall provide all supervision, labor, service vehicles, materials, tools, equipment and appurtenances necessary for the completion of this contract, in the manner specified in this solicitation, for Aquatic Weed Control Services.

**1.0 INFORMATION/CLARIFICATION:**

For information concerning this ITB 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 bid procedures will only be transmitted by written addendum acknowledged by Bidder.

**1.1 ADDENDA, CHANGES OR INTERPRETATIONS DURING BID:**

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

**1.2 QUESTIONS:**

Questions should be sent to Anthony Cariveau, Purchasing Director by email at [acariveau@cityofparkland.org](mailto:acariveau@cityofparkland.org).

**1.3 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:**

The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same and both parties agree to the extension.

**1.4 ELIGIBILITY:**

To be eligible to respond to this ITB, prospective firms or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this ITB to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

1.5 BID SECURITY:

Not applicable.

1.6 PERFORMANCE AND PAYMENT BONDS:

Not applicable.

1.7 INSURANCE:

The successful bidder shall not commence operations; construction and/or installation of improvements pursuant to the terms of this ITB 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**

### **2.0     SUBMISSION AND RECEIPT OF BIDS:**

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

2.0.1 All copies of the bids must contain an original manual signature of the authorized representative of the Bidder. Bids shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Bid must be shown.

2.0.1.1 Bids 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.

2.0.1.2 Bids 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.

2.0.2 All Bids received from Bidders in response to the Invitation to Bid will become the property of the City of Parkland and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

### **2.1     QUALIFICATIONS STATEMENT (Applicable if box checked):**

Each Bidder shall complete the Qualifications Statement and submit the same with his/her Bid. Failure to submit the Qualifications Statement and the documents required there under with the Bid may constitute grounds for rejection of the Bid. [ X\_]

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

2.2 BIDDERS' COSTS:

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

2.3 BID ACCEPTANCE:

Bidder warrants by virtue of submitting his/her Bid that the prices quoted will be firm for acceptance by the CITY for a period of 90 days from the date of bid opening unless otherwise stated in the ITB.

2.4 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Bidder 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.

2.5 MISTAKES:

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder 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 bid.

2.6 REJECTION OF BIDS:

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

2.7 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.

2.8 LEGAL REQUIREMENTS:

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

2.8.2 The Legal Advertisement, Notice of Invitation to Bid, 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 ITB.

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

2.9 **BACKGROUND CHECKS:**

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

The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required):

**The specification (see Section 5) contains specific background check standards and requirements**

2.10 **SPECIAL CONDITIONS:**

Any and all Special Conditions contained in this ITB 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.

2.11 **PROHIBITION OF INTEREST:**

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

2.12 **CONFLICT OF INTEREST:**

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

2.12.1 The BIDDER 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 Bidder 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.

**2.13 NO CONTINGENT FEE:**

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

**2.14 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 Bidder'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, bids, 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, bids, 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](mailto: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.

2.15 RESERVED:

2.16 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 Bidder, 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.

2.17 NON-COLLUSIVE AFFIDAVIT:

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

2.18 SUB-CONTRACTORS:

If the Bidder proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the ITB 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.

2.19 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.19.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for bids, 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 bids and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.19.2 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.

2.19.3 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.

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

2.20 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:

Not applicable.

## 2.21 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Bidders 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 bidder. Bidders shall make efforts to maintain no less than fifteen percent (15%) 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.

## 2.22 LOCAL PREFERENCE:

The City may grant a local preference in the amount of five percent (5%) of any bid to the lowest qualified, responsible and responsive bidder. If said local bidder is within 5% of the lowest responsible and responsive bid, then the lowest, responsible, responsive local bidder shall be permitted to match the lowest bid within three (3) business days of notice from the City.

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.

## 2.23 CONTRACT:

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

## 2.24 DRUG FREE WORKPLACE:

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that

completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

#### 2.25 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.

#### 2.26 BIDDER'S REPRESENTATION:

By virtue of its submission of this response to the ITB, bidder represents that it has reviewed all information which it has reason to believe is relevant to the making of this bid, 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 bid.

#### 2.27 ADDITIONAL PROVISIONS

##### 2.27.1 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.

##### 2.27.2 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.

2.27.3 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.

2.28 CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the City for payment to a Vendor/Consultant/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 – CONSIDERATION OF AWARD***

#### **3.0 CRITERIA FOR AWARD:**

The award of the bid shall be to the lowest responsive and responsible bidder that is in the best interest of the City. In determining the lowest responsive and responsible bidder, in addition to price, the City shall consider the following:

1. The ability, capacity and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
4. The quality of performance on previous public or private contracts of similar type.
5. The previous and existing compliance by the bidder with laws and ordinances relating to this contract.
6. The ability of the bidder to provide future maintenance and service.

\*Tie bids. The tie may be broken and the successful Bidder selected by the following criteria presented in order of importance and consideration:

1. Quality of the items or services if it is ascertainable.
2. Time of delivery if provided in the bid.
3. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that vendor whose bid was received first as indicated by the time stamp on the envelope containing the bid.

The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City of Parkland.

#### **3.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES:**

City staff shall evaluate bids and report to the Commission the results of the evaluation.

- 3.1.1 **COMMISSION ACTION:** The City Commission shall review the staff evaluation and award to the lowest responsible and responsive Bidder in the best interests of the City unless the said bid received is under twenty-five thousand dollars (\$25,000.00) where the Purchasing Director is then authorized to award said bid to the lowest most responsive Bidder that is in the best interest of the City and is authorized to enter into a contract with the Bidder.

- 3.1.2 In the event that grant funds are not made available for this project, the City Manager is authorized to reject all bids without City Commission consent.
- 3.1.3 After award of the contract, the Bidder/Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and/or a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and/or Purchase Order will not be issued until Bidder/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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**SECTION 4 - SPECIAL CONDITIONS****4.0     ☐     TIME FOR COMPLETION/ LIQUIDATED DAMAGES:**

Not Applicable.

**4.1     ☒     COUNTY/STATE LICENSE REQUIREMENTS:**

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

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

**4.2     INDEMNIFICATION:**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and 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.

**4.3     INSURANCE (Applicable if box checked)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.4 SCRUTINIZED COMPANIES:

- 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.

**SECTION 5 – SPECIFICATIONS and BID REQUIREMENTS****5.0 BACKGROUND:**

The City of Parkland ("City") was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292<sup>1</sup>. 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 from roughly 14,000<sup>2</sup> to approximately 35,000 people. As with the rest of the City, development of the wedge to date and going forward will be residential in nature.

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

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<sup>1</sup> United States Census Bureau.

<sup>2</sup> 2000 Census.

5.1 PURPOSE:

The purpose of this Invitation to Bid ("ITB") is to solicit and obtain bids from firms qualified to perform Aquatic Weed Control as described within the Scope of Work at locations listed below.

1a.	Parkland Municipal Complex, 6600 University Dr.	Approx. 986 lf
1b.	Parkland Municipal Complex, 6600 University Dr.	Approx. 602 lf
2a.	Terramar Park, 6575 NW 75 <sup>th</sup> Dr.	Approx. 1,421 lf
2b.	Terramar Park, 6575 NW 75 <sup>th</sup> Dr.	Approx. 920 lf
3a.	Pine Trails Park, 10555 Trails End	Approx. 2,174 lf
3b.	Pine Trails Park, 10555 Trails End	Approx. 944 lf
3c.	Pine Trails Park, 10555 Trails End	Approx. 932 lf
4.	The Ranches, NW 66 <sup>th</sup> Lane & NW 87 <sup>th</sup> Ave.	Approx. 50 miles
5.	The Ranches, NW 68 <sup>th</sup> Ct. & NW 87 <sup>th</sup> Ave.	Approx. 25 miles
6.	The Ranches, NW 70 <sup>th</sup> Ct. & NW 87 <sup>th</sup> Ave.	Approx. 25 miles
7.	The Ranches, NW 72 <sup>nd</sup> St. from NW 81 <sup>st</sup> Terr. West to the end of the road.	Approx. 75 miles
8.	The Ranches, NW 87 <sup>th</sup> Ave. between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 61 miles
9.	The Ranches, NW 84 <sup>th</sup> Ave. between Ranch Rd. & NW 81 <sup>st</sup> St.	Approx. 1.38 miles
10.	The Ranches, NW 83 <sup>rd</sup> Terr. Between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 60 miles
11.	The Ranches, NW 82 <sup>nd</sup> Terr. Between Ranch Rd. & NW 81 <sup>st</sup> St.	Approx. 1.35 miles

12.	The Ranches, NW 81 <sup>st</sup> Terr. Between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 61 miles
13.	The Ranches, NW 81 <sup>st</sup> St. between NW 82 <sup>nd</sup> Terr. & 84 <sup>th</sup> Ave.	Approx. 25 miles

## 5.2 SCOPE OF SERVICES:

The Contractor shall provide all labor, material, tools, vehicles, travel, licenses, insurances, permits and incidentals for Aquatic Weed Control on a monthly basis throughout the City in accordance with the terms, conditions and scope of work (see Attachment A, "Fee Bid" for locations and frequency).

5.2.1 This Aquatic Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practices using the following methods and techniques when applicable.

- a. Bidder shall be responsible for maintaining control of noxious submerged, floating and emerged aquatic vegetation and algae. Bidder shall be required to keep all bodies of water weed free. Examples of undesirable vegetation may include, but are not limited to: hydrilla, hygrophila, naiad, algae, bladderwort, water hyacinth, water lettuce and duckweed. It is understood that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
- b. Determination of dissolved oxygen levels prior to treatment to ensure that oxygen level is high enough to allow for safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed, if required, for success of the water management program.
- c. Where applicable, treatment of only one-half or less of the entire water body at any one time to ensure safety to fish and other aquatic life.
- d. The Contractor, for effectiveness and environmental safety, may use chemical materials at rates equal to or lower than maximum label recommendations.
- e. The contractor will treat border vegetation to the water's edge including, but not limited to torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds.
- f. Federal and State regulations require that various water time-use restrictions be observed during and following treatments. The contractor will post the restrictions at several easily visible locations on the perimeter of

each body of water at the time of treatment.

- g. A 24 hour notice shall be provided by the Contractor prior to the treatment. Contractor's report is sufficient for notice of completion. City personnel may be available at time of service.
- h. In the event of a problem pond where additional treatment and attention is required, Contractor shall work with City personnel to achieve desired results. Special meetings and onsite visits shall be necessary when conditions are not meeting the city's standards.

5.2.2. Service Provision and Schedule:

The contractor shall provide, at a minimum, one (1) scheduled inspection and treatment per month per pond to maintain control of all undesirable aquatic vegetation. The contractor will perform their inspection at the time of application.

The Contractor's report shall be delivered to the Public Works Department at the end of each scheduled treatment, and signed by the applicator.

5.3 QUALITY ASSURANCE:

- a. All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.
- b. Protection of Property: The Contractor shall at all times use all means necessary to protect property and buildings before, during and after treatment, and to protect the treatment and materials of other work. Guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss.

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



- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.
- d. Contractor's Vehicles: Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

The Contractor will be required to maintain, fully equipped service vehicles necessary to perform the services requested in the RFP.

5.4 SERVICE HOURS:

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

Call-Back Services: The Contractor shall respond to all call-backs requested prior to 10:00 a.m. on the same business day. The Contractor shall respond to all call-backs requested after 10:00 a.m. within a twenty-four (24) hour period. Call-back service shall be provided at no additional charge.

5.5 RELATED SERVICES

City reserves the right to negotiate with the vendor for the purchase of related Aquatic Weed Control Services not specifically covered herein. City reserves the right to solicit these services from other vendors at its discretion.

5.6 PERSONNEL:

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Each crewmember shall wear an identification card with a photograph or uniform that identifies him or her as a member of the contractor's workforce. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City site. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor'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.
- c. All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City's property is not in the best interest of the City.

- 5.7 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.

5.8 PAYMENTS:

Awarded contractor may only bill for actual time spent on site. Travel time, mobilization fees, etc., are not billable.

Annual contract amount shall be divided into twelve (12) equal payments.

Payment will be made after the services have been completed, accepted and property invoiced. Invoices must bear the project name, bid number and purchase order. The City has up to thirty (30) days to review, approve and pay all invoices after receipt.

5.9 OWNER DIRECT PURCHASE – Not Applicable

5.10 ADDITIONS/DELETIONS:

The City of Parkland reserves the right to make additions or deletions of service locations at any time during the contract period. The additional monthly cost will be calculated by matching the price of a similar facility or property listed, submitted by the Bidder and acceptable to the City.

5.11 BID REQUIREMENTS:

1. Pricing Page
2. Forms Required:
  - Non-Collusive Affidavit
  - Drug-Free Workplace Form
  - Public Entity Crime Statement
  - Bidder Information
  - Acknowledgement of Business Type
  - Reference Form
  - Qualifications Statement (including supporting documentation of certification, licenses and insurance certificates where applicable)
  - W-9
  - Background Check Affidavit

**ATTACHMENT "A"**  
**FEE BID**

1a.	Parkland Municipal Complex 6600 University Dr.	Approx. 986 lf	\$_____/mo.	\$_____/yr.
1b.	Parkland Municipal Complex 6600 University Dr.	Approx. 602 lf	\$_____/mo.	\$_____/yr.
2a.	Terramar Park 6575 NW 75 <sup>th</sup> Dr.	Approx. 1,421 lf	\$_____/mo.	\$_____/yr.
2b.	Terramar Park 6575 NW 75 <sup>th</sup> Dr.	Approx. 920 lf	\$_____/mo.	\$_____/yr.
3a.	Pine Trails Park 10555 Trails End	Approx. 2,174 lf	\$_____/mo.	\$_____/yr.
3b.	Pine Trails Park 10555 Trails End	Approx. 944 lf	\$_____/mo.	\$_____/yr.
3c.	Pine Trails Park 10555 Trails End	Approx. 932 lf	\$_____/mo.	\$_____/yr.
4.	The Ranches NW 66 <sup>th</sup> Lane & NW 87 <sup>th</sup> Ave.	Approx. 50 miles	\$_____/mo.	\$_____/yr.
5.	The Ranches NW 68 <sup>th</sup> Ct. & NW 87 <sup>th</sup> Ave.	Approx. 25 miles	\$_____/mo.	\$_____/mo.
6.	The Ranches NW 70 <sup>th</sup> Ct. & NW 87 <sup>th</sup> Ave.	Approx. 25 miles	\$_____/mo.	\$_____/yr.
7.	The Ranches NW 72 <sup>nd</sup> St. from NW 81 <sup>st</sup> Terr. West to the end of the road.	Approx. 75 miles	\$_____/mo.	\$_____/yr.
8.	The Ranches NW 87 <sup>th</sup> Ave. between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 61 miles	\$_____/mo.	\$_____/yr.
9.	The Ranches NW 84 <sup>th</sup> Ave. between Ranch Rd. & NW 81 <sup>st</sup> St.	Approx. 1.38 miles	\$_____/mo.	\$_____/yr.
10.	The Ranches NW 83 <sup>rd</sup> Terr. Between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 60 miles	\$_____/mo.	\$_____/yr.
11.	The Ranches NW 82 <sup>nd</sup> Terr. Between Ranch Rd. & NW 81 <sup>st</sup> St.	Approx. 1.35 miles	\$_____/mo.	\$_____/yr.

AQUATIC WEED CONTROL SERVICES - ITB 2018-25

12.	The Ranches NW 81 <sup>st</sup> Terr. Between Ranch Rd. & NW 72 <sup>nd</sup> St.	Approx. 61 miles	\$_____/mo.	\$_____/yr.
13.	The Ranches NW 81 <sup>st</sup> St. between NW 82 <sup>nd</sup> Terr. & 84 <sup>th</sup> Ave.	Approx. 25 miles	\$_____/mo.	\$_____/yr.
			<b>TOTAL:</b>	\$_____/yr.

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:	

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

By:

(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

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

## DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_ does:  
(Name of Business)

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_

**PUBLIC ENTITY CRIME STATEMENT**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Bidder, supplier, sub-Bidder, 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 Bidder complies with the above.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**BIDDER INFORMATION**

Communications concerning this bid shall be addressed to:

Company

Name:

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Social Security/Federal Tax I.D.

No.: 

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Bidder's Name (Print): 

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 Title: 

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Address:

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City/State/Zip:

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Phone: 

---

 Fax:

---

Email:

---



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**ACKNOWLEDGEMENT OF ADDENDA**

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**Instructions:** Complete Part I or Part II, Whichever Applies

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**Part I:**

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

Addendum No: 

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 Dated: 

---

Addendum No: 

---

 Dated: 

---

Addendum No: 

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 Dated: 

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Addendum No: 

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 Dated: 

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**Part II:**

☐ No Addendum was received in connection with this RFP.

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It is understood and agreed by Bidder that the City reserves the right to reject any and all bids, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the bid or in the bids received as a result of the RFP. It is also understood and agreed by the Bidder that by submitting a bid, Bidder 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.

---

Bidder's Authorized Signature

---

Date

---

Bidder's Printed Name

**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 bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

**BUSINESS ADDRESS of BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Federal ID. No. \_\_\_\_\_

**SIGNATURE OF BIDDER**

If an Individual: \_\_\_\_\_, doing business

Signature

as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_,

General Partner Signature

If a Corporation: \_\_\_\_\_

Corporate Name

(a \_\_\_\_\_ Corporation)

by: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

Corporate Secretary

**NOTARY PUBLIC:**

**STATE OF:** \_\_\_\_\_ **CITY OF:** \_\_\_\_\_

*The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 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 City of Parkland employees as references.** Additional references may be provided by attachment.

Bidder: \_\_\_\_\_

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: \_\_\_\_\_



**ADD W-9 FORM**

**BACKGROUND CHECK AFFIDAVIT**

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_)

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

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. \_\_\_\_\_ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP # \_\_\_\_\_.
4. The fulfillment of the Background Check requirement has been conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
7. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)



AQUATIC WEED CONTROL SERVICES - ITB 2018-25

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)



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

- \_\_\_\_\_ 1. Carefully read the SPECIFICATIONS and then properly fill out the BID FORM.
- \_\_\_\_\_ 2. Fill out and sign the **NON-COLLUSIVE AFFIDAVIT** and have it properly notarized.
- \_\_\_\_\_ 3 Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- \_\_\_\_\_ 4. Sign the **PUBLIC ENTITY CRIME STATEMENT**
- \_\_\_\_\_ 5. Fill out and sign the **BIDDERS INFORMATION**.
- \_\_\_\_\_ 6. Fill out and sign the **ACKNOWLEDGEMENT OF BUSINESS TYPE** and have it properly notarized.
- \_\_\_\_\_ 7. Fill out the **REFERENCES PAGE**.
- \_\_\_\_\_ 8. Fill out the **BIDDERS QUALIFICATION STATEMENT**.
- \_\_\_\_\_ 9. **W-9**
- \_\_\_\_\_ 10. Fill out the **BACKGROUND CHECK AFFIDAVIT**.
- \_\_\_\_\_ 11. Clearly mark the BID NUMBER AND BID NAME on the outside of the envelope.
- \_\_\_\_\_ 12. Submit ONE (1) Original AND one (1) Photocopy of your Bid, and ONE (1) electronic copy with your submission.
- \_\_\_\_\_ 13. Submit Bid Bond (if required)
- \_\_\_\_\_ 14. Make sure your BID is submitted prior to the deadline. Late Bids will not be considered.
- \_\_\_\_\_ 15. Include proof of insurance.
- \_\_\_\_\_ 16. Include copies of all Licenses and Certifications

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

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

**CONTRACT**

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

**W I T N E S S E T H:**

**WHEREAS**, pursuant to RFP # \_\_\_\_\_ (the RFP) the CITY accepted competitive bids 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 bid 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 bid in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

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

**ARTICLE I**

**INTRODUCTION AND SCOPE OF SERVICES**

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

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

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

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

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

## ARTICLE 3

### COMPENSATION

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

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

- 3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.
- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

#### ARTICLE 4

#### INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been

settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

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

## ARTICLE 5

### INSURANCE

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

## ARTICLE 6

### TERMINATION OR SUSPENSION

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

- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.
- 6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

## ARTICLE 7

### EEO AND ADA COMPLIANCE

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

## ARTICLE 8

### MISCELLANEOUS

- 8.1 RIGHTS IN DOCUMENTS AND WORK



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

## 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

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

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and

- exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

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

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

**If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address [cityclerk@cityofparkland.org](mailto: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 bidder 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”**  
**ITB 2018-**



**EXHIBIT “B”**  
**CONTRACTOR’S RESPONSE**

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