

**CITY OF PARKLAND**

**INVITATION TO BID # 2019-22**

**INDOOR PLANT RENTAL AND  
MAINTENANCE SERVICES**



**RESPONSES ARE DUE BY 12/17/2019, 2:00 PM (EST)**

**CONTACT: JILL WOODS  
BUYER  
CITY OF PARKLAND, CITY HALL  
6600 UNIVERSITY DRIVE  
PARKLAND, FLORIDA 33067  
TELEPHONE: (954)757-4180  
EMAIL: [jwoods@cityofparkland.org](mailto:jwoods@cityofparkland.org)**

The City of Parkland, Florida is seeking to obtain Bids from qualified contractors to provide Indoor Plants and Care Services at City facilities in accordance with the terms, conditions, and scope of services of this bid.

Sealed Bids will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until 12/17/2019, 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: Jill Woods, Buyer, 6600 University Drive, Parkland, Florida 33067** and shall be labeled “SEALED BID FOR INDOOR PLANT RENTAL AND MAINTENANCE SERVICES”.

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 (either CD/DVD or flash drive) 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.

☒ **PRE-BID CONFERENCE NON-APPLICABLE**

☐ **PRE-BID CONFERENCE IS SCHEDULED**

A pre-bid conference is scheduled for [Click or tap to enter a date.](#) at XX:00 PM 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 ITB                 | 11/14/2019                      |
| Pre-bid Meeting:                     | Non-Applicable                  |
| Last day for questions/clarification | 11/27/2019                      |
| Last day for addendum to be posted   | 12/3/2019                       |
| Bid Submission deadline              | 12/17/2019 @ 2:00 P.M. (E.S.T.) |
| Firm recommended to City Commission  | First available meeting         |

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

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**SECTION 1 - INTRODUCTION AND INFORMATION****1.1 CITY OF PARKLAND OVERVIEW:**

The City of Parkland (“City”) was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292<sup>1</sup>. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its “home City” 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 to approximately 45,000 people. As with the rest of the City, development of the Wedge to date and going forward will be residential in nature.

**1.2 BID REQUEST:**

The City of Parkland, Florida (CITY) is requesting bids from qualified, licensed, insured and experienced contractors to provide supervision, tools, materials, equipment, supplies and expertise to provide Indoor Plant Rental and Maintenance Services at City facilities in accordance with the terms, conditions, and scope of services of this bid.

The selected contractor shall have the ability to perform and carry out in a professional manner the services necessary to complete the assigned project. The Contractor shall provide a horticultural program for providing and maintaining the health and appearance of all indoor plants, including replacement of plants as needed or requested. Services shall be provided by trained plant care and maintenance service technician(s).

**1.3 INFORMATION/CLARIFICATION:**

For information concerning this ITB contact Jill Woods (Buyer), (954) 757- 4180. 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.

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

#### 1.4 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.

#### 1.5 QUESTIONS:

Questions should be sent to Jill Woods, Buyer by email at [jwoods@cityofparkland.org](mailto:jwoods@cityofparkland.org)

#### 1.6 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, both parties agree to the extension, and such extension is approved by the CITY.

#### 1.7 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.

#### 1.8 ☐ BID SECURITY: *(Applicable if box checked)*

- 1.8.1 Each Bid must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the City of Parkland on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the CITY and authorized to write such Bid Bond under the laws of the State of

Florida, in an amount not less than five percent (5%) of the amount of the Base Bid (including any allowances) exclusive of any bid alternates. The City reserves the right to reject any and all security tendered to the City.

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

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

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

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

Financial Stability - A  
Financial Size – VIII

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

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

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

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

#### 1.10 INSURANCE:

The successful 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 City's Insurance Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Department.

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**SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS****2.1 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. Original bid should be signed in blue 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.

2.1.1 The original document must have an original manual signature of the authorized representative of the Bidder in blue ink. 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.

2.1.1.1 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.

2.1.1.2 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.

2.1.2 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.

**2.2 QUALIFICATIONS STATEMENT:**

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

2.2.2 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.

**2.3 BIDDERS' COSTS:**

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



2.4 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.

2.5 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.

2.6 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.

2.7 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 bids, and minor irregularities in the bid process.

2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:

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

2.9 LEGAL REQUIREMENTS:

- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all 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.
- 2.9.2 The Legal Advertisement, Notice of Request for Bid, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this BID and by reference are made a part of any response to this BID.

- 2.9.3 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.

2.10 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.**

2.11 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.

2.12 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.

2.13 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.

- 2.13.1 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.

**2.14 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.

**2.15 PUBLIC RECORDS / CONFIDENTIAL INFORMATION:**

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a 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.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

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

2.18 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.

## 2.19 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.

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

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for 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.

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

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

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

## 2.21 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 (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department

of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.22 LOCAL PREFERENCE:

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

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

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

2.23 CONTRACT:

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

2.24 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 Department 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

- (c) 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 Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.29 DAMAGE TO PUBLIC OR PRIVATE PROPERTY:

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

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***SECTION 3 – CRITERIA FOR AWARD***

**3.1 CRITERIA FOR AWARD:**

3.1.1 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:

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

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

- (a) Quality of the items or services if it is ascertainable.
- (b) Time of delivery if provided in the bid.
- (c) 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.

**3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:**

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

3.2.1 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.

3.2.2 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.

- 3.2.3 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****4.1 ☐ TIME FOR COMPLETION/ LIQUIDATED DAMAGES (Applicable if box checked):**

Failure to complete all the work within the time specified in this bid, including any extension granted in writing by the Contract Administrator, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$250.00 for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

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

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.

**4.3 INDEMNIFICATION:**

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

Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.4 INSURANCE (Applicable if box checked):

- ☒ To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- ☒ Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.
- ☒ CONTRACTOR shall pay all deductible amounts, if any.
- ☒ CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- ☒ Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
  - Premises and/or operations.
  - Independent contractors.
  - Products and/or Completed Operations for contracts.

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

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

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

Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

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

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

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

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

- ☐ Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence
- ☒ CONTRACTOR shall furnish to CITY's PURCHASING DEPARTMENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within seven (7) business days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within seven (7) business days shall provide the basis for the termination of the Contract.
- ☒ The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.
- ☒ Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

#### 4.5 SCRUTINIZED COMPANIES:

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 4.5.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

The purpose of this Invitation to Bid (“ITB”) is to obtain Bids from qualified contractors to provide Indoor Plant Rental and Maintenance Services at City facilities in accordance with the terms, conditions, and scope of services of this bid.

**5.2 SCOPE OF SERVICES:**

The selected contractor shall have the ability to perform and carry out in a professional manner the services necessary to complete the assigned project. The Contractor shall provide a horticultural program for providing and maintaining the health and appearance of all indoor plants, including replacement of plants as needed or requested. Services shall be provided by trained plant care and maintenance service technician(s).

**5.2.1 Weekly Services**

Service functions and procedures shall include, but not be limited to:

- (a) Weekly Maintenance of Interior Plants. Perform services on a weekly basis to ensure cleanliness and that plants are free of pests and unsightly or damaged leaves at all times. Services will be scheduled Monday through Friday during the hours of 8:00 AM to 5:00 PM, each week.
- (b) Watering. Inspect soil moisture levels and replenish as necessary to meet requirements of plants.
- (c) Pest and Disease Control. Inspect for soil and foliar insect pests, diseases and other such infestations. Take action and treat before there is any sign of damage. Treat all plants for fungus gnats with both a systemic and contact pesticide to prevent outbreaks as required. Upon request, the Contractor shall furnish the Public Works Superintendent (or designee) with documentation of such compliance.
- (d) Material Safety Data Sheets (MSDS). Provide MSDS information to the City’s Public Works Superintendent (or designee) on all chemicals used in the City Facilities. Approval for chemical use shall be the responsibility of the Public Works Superintendent.
- (e) Pruning. Prune each species in accordance with the particular variety’s needs.

- (f) Fertilization. Regularly inspect the various species and, at the proper time, apply the type and amount of fertilization required to promote lush, green foliage.
- (g) pH levels. A least once per year, test soil pH levels and make necessary adjustments to bring levels to into the acceptable range for each potted plant on a year-round basis.
- (h) Rotation of Plants. Rotate plants as necessary, relative to any predominant light source, in order to maintain attractive shape. All plants must retain an upright position without stakes. All interior blooming plants shall be changed out at least every twelve (12) weeks.
- (i) Cleaning. All foliage will be cleaned, trimmed, and kept free of dust and dirt. Clean decorative containers and remove debris from soil surface as required at each visit.
- (j) Silk Plant Cleaning. Clean the silk plants during each weekly service, if needed.
- (k) Checking Soil Levels. Maintain proper growing medium nutrient levels and add new soil as necessary.
- (l) Environmental Knowledge. Monitor light conditions, humidity and temperature. Prior to installation, it shall be the Contractor's responsibility to notify the Authority of any specified plant material that may not be suitable due to light or other environmental conditions.
- (m) Preventive Maintenance. Perform preventative maintenance to avoid potential problem areas.

5.2.2. **Seasonal and Special Occasion Decorations**

- (a) Seasonal Decorations:
  - i. Contractor shall furnish and install plants to enhance seasonal decorations as requested, including but not limited to live plants and potted trees, in the City facilities as requested by the City's Public Works Superintendent (or designee).
  - ii. Contractor may suggest a different design each season for continued variety, which may be approved by the City's Public Works Superintendent (or designee) prior to being implemented.



iii. At the end of the Season, Contractor will dispose of the plants as directed by the City's Public Works Superintendent (or designee). Contractor will remove plants from the City facilities and discard them appropriately.

iv. During the holidays, poinsettias will replace normal blooming plants if requested by the City. Poinsettias shall be at least six inches in height and the color shall be red. There will be two (2) rotations of poinsettias installed during the holiday season. The first installation will occur on the Monday and/or Tuesday after before Thanksgiving Day. Three (3) weeks later, the second installation will take place. All holiday plants shall be rotated out and replaced with routine blooming plants on the first or second business day of the New Year.

(b) Special Occasions:

Optionally, as requested by the CITY, Contractor shall furnish and install plants to enhance a CITY function at other times of the year.

(c) Invoicing for Seasonal and Special Occasion Decorations:

Seasonal and Special Occasion plants and/or decorations shall be priced as separate line items on monthly invoices for the months they are requested by the City's Public Works Superintendent (or designee).

5.2.3. **Foliage Plant Standards**

- (a) All plants shall be maintained to be symmetrical, healthy, vigorous, well branched and densely foliated. All foliage shall be free from disease, insect pests, eggs or larvae, and shall have healthy, well-developed root systems. Plants shall be free from physical damage or adverse conditions that would prevent the plant from thriving.
- (b) Plants shall be true to species and variety and shall conform to the minimum height, width and pot size ratios based upon the current plant inventory (see "Attachment A", Fee Bid). Plants larger than specified may be suggested by Contractor, but shall not be used unless approved by the Public Works Superintendent (or designee), at no additional cost to the City.
- (c) Plants shall be measured when branches are in their normal position. Height and spread dimensions refer to the main body of the plant and not from branch tip to branch tip. Measurements specified are the minimally acceptable size and shall be the measurements after pruning (where pruning is required).

- (d) Plants that meet the measurement specified but do not possess a normal balance between height and spread will be rejected. No plant will be accepted that requires permanent staking to keep in an upright position.
- (e) Each interior container shall contain a top dressing of pine nuggets and/or synthetic moss (depending on the location and plant). Top dressings shall completely cover all soil and grow pots within the container and shall be replenished as necessary to maintain a fresh appearance.

5.2.4. **Installation/Replacement Policies**

- (a) The City Facilities/locations must be left clean of litter and debris when work is complete.
- (b) All planting and preparation of the plants shall be done at Contractor's place of business or in a predetermined area approved by Public Works Superintendent.
- (c) Contractor may propose changes in plants at any time throughout the year for the City to enhance current décor or to change the look of the surrounding area with new plants. Such proposals shall be sent to the Public Works Superintendent (or designee) for review and/or approval, and shall include an itemized Cost Estimate of the suggested recommendations. Substitution or changing of plant materials shall not be permitted unless authorized in writing by the City.
- (d) All plant replacements must be installed on a timely basis. The City will expect prompt replacement of any plant that is not of quality standards. Replaced plants will not be turned over to City staff and must be removed from the City facilities.
- (e) Upon completion of installation or replacement, the Public Works Superintendent (or designee) and Contractor shall inspect the installation or replacement. Deficiencies shall be corrected by the Contractor at no additional cost to the City, prior to final approval and any invoice being paid.
- (f) Contractor shall understand basic design concepts and principles in combination with horticultural benefits and follow proper guidelines throughout the City facilities.
- (g) Contractor shall never remove plants or decorative containers off City property due to decline or neglect without written approval from the City.
- (h) Contractor will not be held liable for plants that have suffered physical abuse, theft, temperature extremes, or inadequate care by unauthorized

personnel. Contractor must document this information the day of the noticed occurrence and communicate with Public Works Superintendent (or designee). Contractor may suggest solutions to correct or replace the damaged plants in an itemized Cost Estimate for replacement.

**5.2.5. Plant Replacement**

- (a) Contractor shall not replace any plant(s), which deteriorates in health and appearance so as to become of a lesser specification, grade and value from that which was originally installed, without first consulting or notifying the City and confirmed in writing.
- (b) Either Contractor or City may make the decision to replace; upon request from the Public Works Superintendent (or designee), Contractor shall perform any such replacement(s). Upon suggestion by Contractor, Public Works Superintendent will review and may authorize replacement.
- (c) Turnaround time for replacements is a maximum of one (1) week and may be less to maintain quality standards for the City at all times.

**5.2.6 Communication Procedures**

- (a) Meet with Public Works Superintendent (or designee) as needed or as requested to communicate ongoing issues, problems, and progress with projects within City facilities.

**5.3 PROTECTION OF PROPERTY**

- 5.3.1 The Contractor shall at all times guard against damage or loss to City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Facilities Superintendent or his designee.
- 5.3.2 Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.
- 5.3.3 The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

**5.4 QUALITY ASSURANCE**

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with the highest standards applicable to Contractor's industry, trade or profession.

Contractor is and shall be, at all times during the term of this agreement, qualified, professionally competent, and duly licensed to perform Services.

(a) Contractor's Personnel

- i. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.
- ii. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- iii. The Contractor's personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- iv. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- v. All contractor's employees/service technicians shall be properly trained and qualified to provide services covered under this contract.
- vi. Contractor employees shall check in with the front desk of the City facility and shall notify the front desk when departing the facility.

- vii. Contractor employees shall immediately report any damages done to property to their supervisor. The supervisor shall then report such damage to the Public Works Superintendent (or designee).
- viii. No smoking by Contractor's employees will be permitted at any time while on City property during the performance of services under this agreement.

(b) Contractor's Vehicles

- i. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.
- ii. Contractor's vehicles should display company name and logo.

5.5 Payments

- 5.5.1 Awarded contractor may only bill as per the Fee Bid. Travel time, mobilization fees, etc., are not billable.
- 5.5.2 Annual contract amount shall be divided into twelve (12) equal payments. Payment will be made after the services have been completed, accepted and properly invoiced. Invoices must bear the City Facility Name, services performed, inventory of plants per location, and purchase order number. The City has up to thirty (30) days to review, approve and pay all invoices after receipt. All work performed under this Contract shall be subject to the inspection and approval of the Public Works Superintendent (or designee), before payment is made.
- 5.5.3 All inventories, including Seasonal plants, must be provided monthly and updated quarterly. Current copies shall be provided to the Public Works Superintendent (or designee) upon request.
- 5.5.4 Monthly invoices should include:
  - The specific services and quantity of each item ordered.
  - The net price, Not-to-Exceed for Services and/or additional items/goods ordered.
  - The requested delivery schedule, if applicable.
  - The delivery location(s).
  - The invoicing address.
  - Relevant contact information, including an email address or fax number.

5.6 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.

5.7 ☐ OWNER DIRECT PURCHASE (Applicable if box checked):

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

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

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

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

- a. The City of Parkland will issue a purchase order directly to manufacturer or supplier (vendor) which purchase will be in the name of the City of Parkland;
- b. The City of Parkland's purchase order will clearly state the purchase is exempt from sales tax pursuant to the City of Parkland's sales and use tax exemption certificate;
- c. Acknowledgment of receipt of the item and approval for payment will be documented by an official of the City of Parkland or an authorized agent of the City of Parkland;
- d. The vendor will invoice the City of Parkland directly for payment and payment will be made directly by the City of Parkland to vendor;
- e. Title to equipment and materials will vest in the City of Parkland upon receipt;
- f. The cost, including sales tax, of the materials that the City of Parkland directly purchases under the Sales Tax Recovery Program will be deducted by change order from the price of the contract between the City of Parkland and the Contractor; and
- g. The Contractor shall purchase builder's risk insurance for the Project which policy has been endorsed to provide that the City of Parkland is sole beneficiary of the proceeds in the event of a loss.

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

**5.8 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.

**5.9 RELATED SERVICES:**

City reserves the right to negotiate with the vendor for the purchase of related plant rental and maintenance services not covered herein. City reserves the right to solicit these services from other vendors at its discretion.

**5.10 BID REQUIREMENTS:****5.10.1 Pricing Page****5.10.2 Forms Required:**

- Non-Collusive Affidavit
- Drug-Free Workplace Form
- Public Entity Crime Statement
- Bid Form and Bidder Certification
- Acknowledgement of Business Type
- Reference Form
- Qualifications Statement (including supporting documentation of certification, licenses and insurance certificates where applicable)
- W-9
- Background Check Affidavit
- Scrutinized Vendor Certification
- Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder

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## ATTACHMENT “A” FEE BID

Indicate the proposed annual amount in the table below. The proposed amount includes plant and container rental charges, guaranteed plant maintenance services, and the cost for labor and materials for delivery and installation. Quantities listed within quotation are not a guarantee, but solely an estimate of anticipated annual usage.

Plant listing for pricing purposes only:  
(Subject to change.)

| Size                      | Plant   | Location            | Estimated Qty. | Unit Cost | Extended Monthly Cost |
|---------------------------|---|---------------------|----------------|-----------|-----------------------|
| 17"                       | Adonidia Palm Triple Wicker Basket (or equal)                     | City Hall Lobby     | 1              | \$        | \$                    |
| 17"                       | Adonidia Palm Triple with 6" Neon Pothos Wicker Basket (or equal) | PREC                | 4              | \$        | \$                    |
| 14"                       | Ficus Lyrata Bush Wicker Basket (or equal)                        | City Hall Lobby     | 2              | \$        | \$                    |
| 10"                       | Marginata Staggered Wicker Basket (or equal)                      | City Manager Office | 1              | \$        | \$                    |
| 10"                       | Rikki   | City Manager Office | 1              | \$        | \$                    |
| 14"                       | Balfour Aralia Wicker Basket (or equal)                           | City Manager Office | 1              | \$        | \$                    |
| 6"                        | Zamifolia Wicker Basket (or equal)                                | City Manager Office | 1              | \$        | \$                    |
| 6"                        | Artificial Aglaonemas with silk orchids (basic planter)           | PREC                | 4              | \$        | \$                    |
| <b>TOTAL MONTHLY COST</b> |   |                     |                |           | <b>\$</b>             |

|   |           |
|---|-----------|
| <b>ANNUAL INDOOR PLANT RENTAL &amp; MAINTENANCE SERVICES</b><br><b>ESTIMATED FEE: (TOTAL MONTHLY COST \$_____ X 12) =</b><br><b style="text-align: right;">TOTAL FEE BID:</b> | <b>\$</b> |
|---|-----------|

Please provide a list and price for additional plants and special occasion and/or holiday plants.  
These prices WILL NOT be used as part of the Total Fee Bid.

|    |   | Estimated Quantity | Unit Cost | Extended Monthly Cost |
|----|---|--------------------|-----------|-----------------------|
| 1. | Large Poinsettia                        | 5                  | \$        | \$                    |
| 2. | Holiday Plant / Flower arrangement      | 5                  | \$        | \$                    |
| 3. | Holiday Plant / Flower Silk arrangement | 5                  | \$        | \$                    |



|  |  |
|--|--|
| 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 \_\_\_\_\_)  
County of \_\_\_\_\_)ss.

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

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

Signed, sealed and delivered  
in the presence of:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
(Printed Name)

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

**ACKNOWLEDGEMENT**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did (did not) take an  
oath.

WITNESS my hand and official seal

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

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

## **AUTHORITY TO EXECUTE BID AND CONTRACT**

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

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

### **CERTIFIED RESOLUTION**

I, \_\_\_\_\_ (Name), the duly elected Secretary of

\_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws

of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)"

The duly elected \_\_\_\_\_ (Title of Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Parkland for: \_\_\_\_\_

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

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

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

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.  
(SEAL)

By:

Secretary

Corporate Title

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

## DRUG-FREE WORKPLACE FORM

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

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

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

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

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

\_\_\_\_\_

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

**Part I:**

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

|                    |              |
|--------------------|--------------|
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |

**Part II:**

☐ No Addendum was received in connection with this ITB.

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 ITB. 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



**CERTIFICATION & ACKNOWLEDGEMENT OF BUSINESS TYPE**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned 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. \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal ID. No. or Social Security No. \_\_\_\_\_

**INDICATE WHICH TYPE OF ORGANIZATION BELOW:**

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Other \_\_\_\_\_

**AUTHORIZED SIGNATURE OF BIDDER**

\_\_\_\_\_  
Signature

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

If individual list dba: \_\_\_\_\_

If Corporation include Corporate Name: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

Corporate Secretary Signature: \_\_\_\_\_

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

**NOTARY PUBLIC:**

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

*The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.*

**NOTARY PUBLIC SIGNATURE:** \_\_\_\_\_

**NOTARY NAME, PRINTED, TYPED OR STAMPED:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_



REFERENCES

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

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: \_\_\_\_\_

**QUALIFICATION STATEMENT**

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

|  |       |          |        |
|--|-------|----------|--------|
| Name of Company:   |       |          |        |
| Address:   | City: | State:   | Zip:   |
| Telephone No.:   |       | Fax No.: |        |
| How many years has your organization been in business under its present name?  |       |          | Years: |
| Are you operating under Fictitious Name (“dba”)? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes, submit evidence of compliance with Florida Fictitious Name Statute.                     |       |          |        |
| Under what former name(s) has your business operated?  |       |          |        |
|  |       |          |        |
| At what address was that/those business(es) located?   |       |          |        |
|  |       |          |        |
| Are you Certified? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF CERTIFICATION   |       |          |        |
| Are you Licensed? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, ATTACH A COPY OF LICENSE  |       |          |        |
| Are you claiming Minority Participation? Yes <input type="checkbox"/> No <input type="checkbox"/> (See Section 2.22)   |       |          |        |
| Are you claiming Local Preference? Yes <input type="checkbox"/> No <input type="checkbox"/> (See Section 2.23)   |       |          |        |
| Do you have the required insurance coverage’s set forth in the ITB? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES                              |       |          |        |
| Has your company or you personally ever declared bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes, explain?  |       |          |        |
| Are you a: sales representative <input type="checkbox"/> distributor <input type="checkbox"/> broker <input type="checkbox"/> or manufacturer <input type="checkbox"/> of the commodities/services bid upon? |       |          |        |
| Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |       |          |        |
| If yes, explain (date, service/project, bid title, etc.):  |       |          |        |
| Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:                                 |       |          |        |
| Have you ever been debarred or suspended from doing business with any governmental entity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain:   |       |          |        |

**ADD W-9 FORM**

## BACKGROUND CHECK 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 ITB # \_\_\_\_\_.
4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to City property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.
7. I attest that all personnel used in the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

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

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

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

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

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_

(Signature of person taking acknowledgment)

\_\_\_\_\_

(Name of officer taking acknowledgment)

**typed, printed or stamped**

\_\_\_\_\_

(Title or rank)

\_\_\_\_\_

My commission expires:

(Serial number, if any)



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

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

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

**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 ITB # \_\_\_\_\_ (the ITB) the CITY accepted competitive bids for \_\_\_\_\_ (the Services); and

**WHEREAS**, the Services are delineated in the ITB; and

**WHEREAS**, this Contract, the ITB 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 ITB and the acceptance of CONTRACTOR's bid in a binding Contract which contains the terms required in the ITB 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 ITB, attached hereto as Exhibit A, together with the response to the ITB 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 ITB 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 ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB 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 ITB or the response to the ITB, 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 ITB, 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 ITB. 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 proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

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

8.5 PUBLIC ENTITY CRIME ACT

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



placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

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

#### 8.6 INDEPENDENT CONTRACTOR

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

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

#### 8.7 THIRD PARTY BENEFICIARIES

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

#### 8.8 NOTICES

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

FOR CITY:

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

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

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

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

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

8.10 CONFLICTS

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

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

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

#### 8.11 MATERIALITY AND WAIVER OF BREACH

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

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

#### 8.12 COMPLIANCE WITH LAWS

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

#### 8.13 SEVERANCE

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

#### 8.14 JOINT PREPARATION

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

#### 8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state

courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

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

8.17 PRIOR CONTRACTS

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

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The ITB, 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.

have caused these presents to be executed.

**IN WITNESS WHEREOF** the parties

Witnesses:

**CITY OF PARKLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
CHRISTINE HUNSCHOFSKY, MAYOR

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

**CONTRACTOR**

Witnesses:

\_\_\_\_\_

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

\_\_\_\_\_

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

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

**EXHIBIT “A”**  
**ITB 2019-22**  
**INDOOR PLANT RENTAL AND MAINTENANCE SERVICES**

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

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