

**PUBLIC NOTICE  
FOR  
BUILDING PLAN EXAMINATION AND INSPECTION SERVICES**

**RFQ #2017-08**

**DUE DATE: JANUARY 12<sup>TH</sup>, 2017 AT 2:00 P.M. EST**

The City of Parkland is requesting proposal from qualified Consultants, hereinafter referred to as the ("Proposer"), to provide Building Plan Examination/Inspection related services in accordance with the terms, conditions, and specifications contained in this Request for Qualification (RFQ). The City will be seeking consultants who will enter a continuing services contract and may award up to (3) three firms at its discretion.

Sealed Proposals shall be delivered in a sealed envelope and addressed to City of Parkland, City Clerk's Office, 6600 University Drive, Parkland Florida 33067, until, January 12, 2017 at 2:00 p.m. EST, at which time and place the proposals will be publicly opened and the names of the Proposers will be read. All Consultants or their representatives are invited to attend the Proposal opening. Proposals shall be clearly labeled with the Consultant's legal name, address and telephone number, RFQ title and number, and due date.

Consultants are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Parkland is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the due date and time will be returned to the Consultant unopened.

A cone of silence is in effect for this RFQ. The cone of silence prohibits certain communications between potential respondents and the City.

No pre-proposal meeting will be held.

An RFQ document can be obtained via the City of Parkland website [www.cityofparkland.org](http://www.cityofparkland.org) or via Demand Star.

For additional information, please contact Michael Guerasio, Building Official, at (954) 757-4166 [mguerasio@cityofparkland.org](mailto:mguerasio@cityofparkland.org) with copy to Sowande Johnson, Director of Development Services/City Engineer at [sjohnson@cityofparkland.org](mailto:sjohnson@cityofparkland.org)

**[ X ] NO PRE-PROPOSAL CONFERENCE WILL BE SCHEDULED****SCHEDULE OF EVENTS**

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

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFQ	12/4/2016
Last day for questions/clarification	12/20/2016
Last day for addendum to be posted	12/30/2016
Opening of Bid	1/12/2017 @ 2:00 P.M.
Evaluation Meeting	1/20/2017 @ 10:00 A.M.
<i>Conduct Interviews as necessary</i>	
Notice of Award	2/1/2017

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

## SECTION 1 - INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Parkland, Florida ("City") is actively seeking qualified and experienced firms to perform Plans Examiner/Inspection related services for the Building Department on a continuing basis for an initial term of three (3) years, with one successive two year renewal options; subject to continuation of all terms and conditions, including pricing. There will be no guaranteed contract amount. The City intends to evaluate and award three (3) contract to the highest-ranked, responding firm(s), exhibiting the requested services.

### 1.2 City Background Information

The City of Parkland was incorporated in 1963. Parkland is a tranquil city nestled in a serene, wooded environment in Northwest Broward County Florida. While its features are predominantly residential, small portions are zoned for commercial and industrial development. Currently, the population is approximately 28,000 and long-term projections anticipate the eventual population of approximately 36,000. City leaders are using a conservative approach to growth in order to maintain a small-town, park-like flavor.

### 1.3 Point of Contact

All inquiries concerning of this RFQ, questions, and requests for additional information shall be sent in writing via mail, e-mail, or facsimile to Michael Guerasio ([mguerasio@cityofparkland.org](mailto:mguerasio@cityofparkland.org)), Building Official, at (954) 757-4166 with copy to Sowande Johnson at [sjohnson@cityofparkland.org](mailto:sjohnson@cityofparkland.org)

All responses to questions pertaining to the scope of services, specifications, or RFQ requirements shall be issued through an official addendum.

### 1.4 Pre-Qualification Meeting

There will be no pre-qualification meeting for this RFQ.

### 1.5 Firm Qualifications

Firms shall be in the business of providing professional services and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the Statement of Work 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 work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

#### 1.5.1 Minimum Qualifications

Before awarding the Contract, the City reserves the right to require that a Proposer submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**1.5.2** Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**1.5.3** Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **1.6 Insurance Requirements**

### **1.6.1 Coverages**

Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

#### **1.6.1.1 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 Consultants
- 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.

#### **1.6.1.2 Business Automobile Liability**

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

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

#### **1.6.1.3 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 must include:

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

**1.6.1.4 Professional Liability Insurance**

Professional Liability shall be provided with minimum limits of One Million Dollars (\$ 1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.

**1.7 General**

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.

**1.7.1** Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Parkland City Commission by naming City and the Parkland City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

**1.7.2** Consultant shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

**1.7.3** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete. 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.

**1.7.4** 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 Consultant uses a sub-consultant, Consultant shall ensure that sub-consultant names City as an additional insured.

**SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS****2.1 Independent Consultant**

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers 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.

## **2.2 Sub-Consultants**

If the Proposer proposes to use sub-consultants in the course of providing these services to the City, this information shall be a part of the Proposer's 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 proposed sub-consultant in its best interest.

## **2.3 Addenda, Changes and Interpretations**

**2.3.1** Any inquiry or request for interpretation received seven (7) or more days prior to the due date from the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than five (5) days prior to the proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by them. It is the responsibility of each prospective Proposer to verify that they have received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

**2.3.2** Failure to acknowledge receipt of addenda may constitute grounds for deeming the proposal non-responsive.

## **2.4 Multiple Proposals**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

## **2.5 Variances**

**2.5.1** For purposes of proposal evaluation, Proposers must indicate any variances, no matter how slight, from the RFP General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

**2.5.2** By receiving a proposal, the City does not necessarily accept any variances contained in the RFP. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that in the City's sole opinion, makes that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City, as conditional.

## **2.6 Omission of Details**

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the Consultant of their performance responsibilities.

**2.7 Mistakes**

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

**2.8 Proposer's Cost**

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

**2.9 Rejection of Proposals**

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

**2.10 Proposer Qualifications**

Proposer shall be in the business of providing the services requested in this RFQ and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

**2.10.1** Before awarding the Contract, the City reserves the right to require that the Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of the Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.10.2** Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.10.3** Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.11 Qualifications Statement**

Each Proposer shall complete the Qualifications Statement, and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for deeming the proposal non-responsive.

**2.12 Licenses and Certifications**

The Proposer and its staff shall be appropriately licensed to perform the Work. Proposer and staff shall possess at the time of proposal opening all required licenses and certifications to perform plans examining and inspections in Broward County. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications. Copies of all licenses and certifications shall be submitted with the response.

**2.13 Insurance**

**2.13.1** The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.

**2.13.2** The selected Proposer as well as related sub consultants shall provide a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements of this RFQ as a part of the contract, at the time entering into the contract.

#### **2.14 Indemnification**

The Consultant shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Parkland, 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 the Consultant, 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 the City by reason of any such claim, cause of action or demand, the Consultant shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the 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 Consultant 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.

#### **2.15 Legal Requirements**

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

#### **2.16 Protest Procedures**

Any protest shall be in accordance with the provisions of 2-145 of the City of Parkland Code of Ordinances.

#### **2.17 Background Checks**

**2.17.1** The City of Parkland Code of Ordinances may require a Consultant or sub-consultant who performs work in or on city property to provide for a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its sub-consultants' employees who will have access to city property.



- 2.17.2** The Consultant shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.
- 2.17.3** If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.
- 2.17.4** The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

## **2.18 Cone of Silence**

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

- 2.18.1** A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.18.2** 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.
- 2.18.3** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.
- 2.18.4** 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.

## **2.19 Public Records / Confidential Information**

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

response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as 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 the contract, contact the City Clerk, Office of the City Clerk, 6600 University Drive, Parkland, FL 33067; (954) 757-4132; [cityclerk@cityofparkland.org](mailto:cityclerk@cityofparkland.org)

## **2.20 Public Entity Crimes Information Statement**

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

## **2.21 Anti-Collusion**

The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-consultants if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the proposer's list.

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

## **2.22 Conflict of Interest**

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

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

**2.22.3** Prime consultants and sub-consultants agree to not accept assignments from other entities (limited to private entities only) to perform work within the corporate limits of the City of Parkland during the time they are contractually bound to the City unless the City Commission waives any such conflict. Additionally, consultants shall endeavor to eliminate any situations that would create any conflicts of interest with regard to its performance of work under this agreement.

**2.22.4** No sub-consultant can be on more than one proposal submitted under this RFP.

### **2.23 No Contingent Fee**

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

### **2.24 Entire Agreement**

This Request for Qualifications, all attachments and exhibits, addenda, and the resulting Contract states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

### **2.25 Assignment**

Consultant shall not transfer or assign or subcontract the performance required by this RFQ without the prior written consent of the City. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

### **2.26 Default and Termination**

#### **2.26.1 Termination for Cause**

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

#### **2.26.2 Termination for Convenience**

Upon thirty (30) calendar days written notice to the Consultant, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the

termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

### **2.26.3 Cancellation for Unappropriated Funds**

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

### **2.27 Advertising**

In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

### **2.28 Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

### **2.29 Truth-in-Negotiation Certificate**

**2.29.1** Execution of any Agreement by the Proposer resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Proposer's most favorable customer for the same or substantially similar service.

**2.29.2** The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

### **2.30 Standard of Care**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

## **SECTION 3 – INTENT, SPECIFICATIONS AND SCOPE OF WORK**

### **3.1 Background**

The City of Parkland Building Department is requesting sealed proposals from qualified and experienced firms for Building Official, Assistant Building Official, Structural, Electrical, Mechanical, Plumbing, Floodplain Management, Landscaping, Zoning, Engineering inspections and plan examination services in accordance with the requirements of Florida Statutes 468, Part XII, and Broward County Administrative Provisions to the 5<sup>th</sup> Edition (2014) Florida Building Code. These services shall be provided on an as-needed basis, at the request of the City.

### **3.2 Scope of Work**

In an effort to maintain good service and be responsive to its citizens, the City of Parkland, Building Services Division, desires to secure the services of qualified firms to perform, when necessary, and as determined by the City, inspection and plan examination services (Structural, Electrical, Mechanical, Plumbing, Floodplain management, Landscaping, Zoning and Engineering) for structures in which permits have been issued by the City of Parkland.

### **3.3 General**

It is the City of Parkland's intent and the purpose of these specifications to secure qualified firms to provide to the City Professional Building Code Plan Examination and Inspection Services in accordance with the requirements of Chapters 553 and 468, Part XII, Florida Statutes. The successful bidders shall execute a written contract approved by the City Commission. The successful bidders will be independent contractors and the individuals assigned to work for the City by the provider will be approved by the City, but will not be City employees. Inspectors and Plan Examiners and other persons assigned to work for the City shall be licensed pursuant to Chapter 468, Part XII Florida Statutes by the Florida Department of Business Regulation and be certified by Broward County Board of Rules and Appeals for building official, assistant building official, electrical, mechanical, structural and plumbing disciplines or any other appropriate discipline included in this Request for Proposal.

### **3.4 Required Inspection and Plan Examination Services**

Inspection and Plan examination services shall be conducted under the City's and all other federal, state, and local laws, rules, regulations, directives, codes and ordinances. Inspection-Plan Examination personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation and certified by

Broward County Board of Rules and Appeals for structural, electrical, mechanical, and plumbing or any other appropriate discipline included in this Request for Proposal.

### 3.5 Staffing

The City of Parkland anticipates the need for additional inspectors and plan examiners due to growth and upcoming development projects, increased activity due to post-emergency or natural disaster repair and renovation work, work to eliminate the backlog of expired permits, eliminate the backlog of cases related to work performed without permits (After The Fact -ATF Permits), eliminate the backlog of 40 year Safety Inspection Program reviews, single discipline "walk-through" permit process, providing back-up Building Official and Assistant Building Official services on a scheduled basis, and consideration of the provision of complete inspections services for major projects requiring continuous construction activities in excess of 6 consecutive months. Once trained in the City's processes and computer system usage and given quality performance, the City intends to employ contractor's employees on a regularly scheduled basis for the duration of the contract period. The Contractor may not make unilateral substitutions of staff without the agreement of the City's Contract Coordinator. The estimated number of hours in each area is provided below for bidding estimate purposes only and is not a guarantee of the number of hours of work for any bidder:

Structural Plan Examiner	1300 hours/year
Structural Inspector	2080 hours/year
Electrical Plan Examiner	500 hours/year
Electrical Inspector	1300 hours/year
Mechanical Plan Examiner	500 hours/year
Mechanical Inspector	500 hours/year
Plumbing Plan Examiner	500 hours/year
Plumbing Inspector	1300 hours/year
Engineering Inspector	500 hours/year
Landscaping Inspector	500 hours/year
Building Official	240 hours/year

Floodplain Manager	400 hours/year
Emergency or Natural Disaster Inspections (If one occurs)	200 hours/year

The City reserves the right to employ any, none or all of the inspectors or plan examiners from any one or any combination of successful bidders. The City reserves its exclusive right to reject any employee proposed by any bidder.

Inspection and Plan Examination services provided (in addition to the other services provided) in the event of an emergency or natural disaster shall be provided in all of the relevant disciplines as well as providing all administrative documentation as required by the City.

### **3.6 Qualifications of Personnel/ Certification Requirements**

All building official, structural, electrical, mechanical, plumbing, floodplain manager, engineering, landscaping inspectors and/or examiners must have current, appropriate certification from the State of Florida Department of Business and Professional Regulation and Broward County Board of Rules and Appeals. All inspectors and examiners shall have a valid driver's license in the State of Florida and be able to pass a Background security check relevant to the position. These minimum requirements must be met at the time of the bid due date.

### **3.7 Responsibilities:**

Personnel provided by successful bidders will be expected to perform their assigned functions in a manner that is consistent with the following standards:

- 3.7.1 Respectful to neighbors, contractors, staff and supervisors at all times,
- 3.7.2 Represent the City of Parkland in a professional and courteous manner,
- 3.7.3 Be able to follow the City's work rules and procedures reliably and consistently,
- 3.7.4 Be able to accept and provide constructive criticism,
- 3.7.5 Be able to perform their responsibilities successfully, independently, and efficiently in a diverse work environment with minimal direct supervision,

- 3.7.6 Be able to work reliably on a regularly scheduled basis during the term of the contract,
- 3.7.7 Be able to learn to use the City's computer system effectively within a reasonable time frame,
- 3.7.8 Be responsible for maintaining the integrity of and access to confidential information, especially information maintained on the city's computer records systems, consistent with the requirements of the State of Florida Sunshine Law requirements, licensing restrictions, and copyright limitations.
- 3.7.9 Be able to prepare and record written reports and records of work activities and accurately log daily activities in the City's computer system,
- 3.7.10 Be able to effectively listen to, understand and provide reliable answers to questions from owners, contractors, architects, engineers, neighbors, supervisors and co-workers,
- 3.7.11 Be able to work during normal business hours of 7:00-4:00, Monday through Friday or as agreed upon otherwise with their supervisor, as well as irregular hours as required during an emergency or natural disaster,
- 3.7.12 Be able to safely operate a motor vehicle in the course of their daily assignments
- 3.7.13 Be able to work effectively with other city employees and employees from competing bidders

The City reserves the exclusive right to reject any employee provided by any bidder at any time.

#### **SECTION 4 – EVALUATION AND SELECTION CRITERIA:**

##### CRITERIA FOR AWARD:

- 4.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFQ based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than six (6) Proposals, assuming that six Proposals have



been received, that it deems best satisfy the selection criteria. Interviews may then be conducted to rank the six proposer for consideration of Award. The City Commission shall then consider the recommendations and make the award pursuant to the City's procurement code. In the alternative the City may reject all proposals.

- 4.2 The Committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the City:

1. The ability of the firm's professional personnel to perform the Services **(35)**
2. Participation of certified minority business enterprise **(5)**
3. The willingness to meet time and budget requirements **(15)**
4. The location of the firm **(10)**
5. Recent, current and projected workloads of the firm or firms **(10)**
6. Performance on similar projects **(25)**

**NOTE TO PROPOSERS: Price will not be a factor at this stage of the process and no prices should be quoted.**

#### **4.3 SELECTION PROCESS**

**4.3.1** An Evaluation Committee comprised of staff as appointed by the City Manager shall be established; the City Manager shall appoint at least (1) one member from the using agency and others who have expertise which will assist them in the necessary evaluation.

**4.3.2** The Evaluation Committee shall have a minimum of (3) three members. All meetings of the Evaluation Committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax or e-mail. A Quorum shall be a majority of members except that if there are only (3) three members all three must be present. To participate the members of the Evaluation Committee must be physically present. All members shall be free of any conflicts of interest as set forth in Chapter 112, Part III of the Florida Statutes. The Evaluation Committee shall then set forth the procedure for reviewing the applicants. The Evaluation Committee shall reduce the number of firms to a short list of a minimum of (6) six (provided at least (6) six firms applied). In short-listing firms, the Evaluation Committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. Further, any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified pursuant to law and the regulations of the City. The City must find that the firm or individual to be employed is fully qualified to render the required service. The Evaluation Committee shall then hold discussions with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the Evaluation Committee. It is the City's intention to award to multiple firms (preferably (3) three).

After discussions are held with the short-listed firms, the voting members of the Evaluation Committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms at least will best serve the city based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. This ranking and a report of the

Evaluation Committee's analysis shall be provided to the City Commission who shall make the final decision with regard to the firms that should be chosen. The City Commission may approve the rankings as set forth by the Evaluation Committee or, the City Commissioners may re-rank the applicants based upon the criteria and the report and rankings from the Evaluation Committee.

- 4.3.3** Upon the City Commission approving a ranking, negotiations shall be undertaken with the firms selected by the City Commission. The City Manager or his/her designee shall undertake said negotiations. If the City Manager or his/her designee is unable to negotiate a satisfactory contract with one of the selected firms, negotiations shall be terminated with that firm. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the City Manager and formally approved by the City Commission or until the short-list is exhausted in which case a new request for qualifications shall be undertaken.

## SECTION 5 – SUBMITTAL REQUIREMENTS

### 5.1 Letter of Interest:

1. Signed by a duly authorized officer of the applicant.
2. The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest.

### 5.2 Statement of Qualifications:

#### 5.2.1 Proposer Profile

- a. **Proposer Identification:** or firms, if a joint venture or association): Include address, telephone number and date firm(s) were established. Provide current copies of proposer's registration(s) and/or license(s), and registration and/or license(s) for all sub-consultants.
- b. **Areas of Specialization:** List proposer's specializations
- c. **Proposer's Personnel:** Provide total size and breakdown of proposer personnel by category.
- d. **Joint Venture or Other Form of Association:** If proposed, provide explanation, including projects completed as a joint venture. Provide names and dates of work along with client's name, address, and phone number. **Include all sub-contractors participating.**
- e. **Specialty Certifications** (Separate Section with a sub tab): Provide documentation whether proposer is specialty certified (e.g.: CPTED, CSI, LEED, etc.) If the proposer is certified, submit a statement that the proposer is certified and list the type and level of certification held, and submit copies of all certification(s). Absence of such statements shall indicate the proposer holds no specialty certifications.
- f. **Minority Business Enterprise Status**

#### 5.2.2 Team Organization

- a. **Proposer's Team:** Identify clearly the Contractor-of-Record, or joint venture member responsible for each referenced Service Category. If proposer served as a sub-consultant under a referenced project, the proposer shall clearly identify its role. If the proposer is representing an individual's experience while employed at

another firm, the firm of record for the project and the individual's role shall be clearly identified. Explain your proposed team organization (include sub-consultant(s) when appropriate), roles and responsibilities, abilities of professional personnel, and personnel qualifications.

- b. **Narrative:** In narrative form, briefly discuss each of the individual key team members (include sub-consultant(s) when applicable) relevant professional experience, registration, and education. Identify projects, date, position and firm that individual was employed at the time services were performed.

### 5.2.3 **Availability, Capacity, and Location**

- a. **Availability and Capacity:** Briefly discuss the availability of all key personnel for the scheduled time frame of a Service Category and identify their proposed location during provision of the requested services.
- b. **Location:** Provide proposer's address, location map, and relative distance and travel time from proposer's home office and office serving this project(s) (if different). All things being equal, preference will be given to proposers located in Broward, Dade, and Palm Beach Tri-County area.

### 5.2.4 **County/Municipal Experience:** Detail experience working for cities or counties.

### 5.2.5 **References:** Provide the client name, address, and client's project representative and telephone number for three (3) governmental clients served within the past two (2) years.

### 5.2.6 **Litigation:** Provide explanation of all litigation, claims, contract defaults, and liens in the last five (5) years from due date for this RFQ.

### 5.2.7 **Fee:** Proposed hourly fee submitted on the Bid Form page provided in the RFQ shall be included in the bid submittal.

### 5.2.8 **Federal Standard Form 330**

1. **Federal Standard Form 330:** Shall be submitted.

### 5.2.9 **Format:** The proposer, joint venture or other form of association, ("proposer") shall submit four (4) copies, with one (1) marked "Original" containing all original documents of the required response to the Request for Qualifications (RFP) and one (1) electronic copy (in PDF Format) on electronic media (CD-R/flash drive).

## 5.3 **Proposer must provide the following attached hereto:**

- Bid Form
- Qualification Statement
- Sworn Statement on Public Entity Crimes
- Non-Collusive Affidavit
- Drug Free Workplace Form
- Background Check Affidavit

**Qualification Statement**

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

Submitted to: City of Parkland  
Address: 6600 University Drive  
Parkland, FL 33067

**Circle One:**

- Corporation
- Partnership
- Individual
- Other

Submitted By: \_\_\_\_\_

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

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

City, St., Zip \_\_\_\_\_

**Note:** Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business: \_\_\_\_\_

\_\_\_\_\_

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners: \_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a. Under what other former names has your organization operated?

\_\_\_\_\_

b. How many years has your company been in business? \_\_\_\_\_

c. How many government agencies does your company currently provide these services for and which ones?

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

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

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8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

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9. Will you be using any sub-consultants? yes or no \_\_\_\_\_

a. If so, state the name, address, phone number, and tasks to be performed for each?

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b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform.

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10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Parkland employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes \_\_\_\_\_ No \_\_\_\_\_ Name (s) and Position (s) \_\_\_\_\_

11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

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12. State the name of the individual who will have personal supervision of the work:

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- 13. Briefly describe your firm’s financial status and provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time.

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- 14. Provide evidence of your company’s financial stability and of its probability of remaining viable throughout the term of the contract.

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- 15. Briefly explain how your company will communicate with the City of Parkland.

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The Proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer’s qualifications to perform under the Contract shall the City to reject the Proposal, and if after the award to cancel and terminate the award and/or Contract.

---

Proposer’s Signature

---

Date

### Sworn Statement on Public Entity Crimes

1. This sworn statement is submitted with RFP # \_\_\_\_\_ for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City-ship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies, do not leave blank.)**



\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

<b>Proposer's Name</b>	<b>Signature</b>	<b>Date</b>
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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification), as identification.

NOTARY'S SEAL: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: \_\_\_\_\_

**Non-Collusive Affidavit**

\_\_\_\_\_ (Proposer's Name) being first duly sworn, deposes and says that:

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

<b>Proposer's Name</b>	<b>Signature</b>	<b>Date</b>
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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification), as identification.

NOTARY'S SEAL: \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: \_\_\_\_\_

**Drug-Free Workplace Form**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 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's 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 *Florida Statutes*, 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.

\_\_\_\_\_  
**Proposer's Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**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. I, \_\_\_\_\_, intend to enter into an agreement with the City of Parkland to provide the services detailed in RFP # \_\_\_\_\_.
4. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or sub-consultant having access to city property prior to beginning the work.
5. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or sub-consultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof.
6. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or sub-consultant who has been convicted of an offense stated in Section 38-117(d) or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

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

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

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

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)



Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF ADDENDA**

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

**Part I:**

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

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

**Part II:**

No Addendum was received in connection with this RFP.

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

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name