

CITY OF PARKLAND

REQUEST FOR PROPOSALS # 2026-11

IMPACT FEE STUDY AND ORDINANCE UPDATE

Public notice is hereby given that the City of Parkland has issued a Request for Proposals for the above-named contract, with responses due no later than the submission deadline stated below.

The City of Parkland (City) is seeking proposals from qualified and experienced consultants to prepare a comprehensive Impact Fee Study and corresponding Impact Fee Ordinance update. The study must be legally defensible, consistent with the Florida Impact Fee Act, and reflect best practices in municipal impact fee programs. The resulting fee schedules must reasonably and proportionally relate to the impacts of new development on municipal services. Contractor shall provide all supervision, labor, materials, tools, equipment, and necessary essentials for the completion of this contract, in the manner specified in this solicitation, in accordance with the terms, conditions, scope of services, specifications, and requirements of this competitive solicitation.

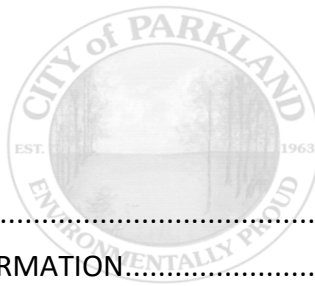
All responses to this Request for Proposals (RFP) MUST be submitted ELECTRONICALLY through the City of Parkland's official e-procurement platform powered by PlanetBids. Bid responses submitted by any other means WILL NOT be accepted. All public bid openings will be conducted virtually through Microsoft Teams to promote openness, fairness, and ease of participation for all vendors. Submissions received after the submission deadline are not permitted by the bidding system and will not be accepted by the City.

A copy of the complete solicitation package may be obtained from the City of Parkland's website:
<https://vendors.planetbids.com/portal/80328/portal-home>.

If you are not registered as a vendor with the City's PlanetBids site, you may do so, at no charge, which will then provide you with automatic notifications when the City posts bid requests. The bid request is also advertised through DemandStar, however proposals must be submitted through the City's website.

RESPONSES ARE DUE BY 7/14/2026, 2:00 PM (E.S.T.)

CITY OF PARKLAND
Purchasing Department on behalf of
Finance Department
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067



Contents

ANTICIPATED SCHEDULE OF EVENTS	2
SECTION 1 - INTRODUCTION AND INFORMATION.....	3
SECTION 2 - GENERAL TERMS AND CONDITIONS	7
SECTION 3 - EVALUATION AND SELECTION CRITERIA.....	27
SECTION 4 - SPECIAL CONDITIONS	31
SECTION 5 - SCOPE OF WORK	36

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to this solicitation, shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of Solicitation	6/16/2026
Last day for questions/clarification	6/25/2026 by 5:00 PM E.S.T.
Last day for addenda to be posted	6/30/2026
Proposal submission deadline	7/14/2026 at 2:00 PM E.S.T.
Evaluation Committee Meeting	7/21/2026 at 3:00 PM E.S.T.

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

VIRTUAL MEETING INFORMATION:

Please note that the meeting information provided below will be the same for any/all virtual meetings held under this solicitation.

Microsoft Teams meeting

Join on your computer, mobile app or room device

Microsoft Teams [Need help?](#)

Join: <https://teams.microsoft.com/meet/211958831595146?p=yQV6k0mb8sbErJH8Cf>

Meeting ID: 211 958 831 595 146

Passcode: sh6ub7nN

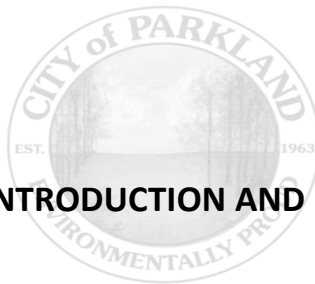
[Need help?](#) | [System reference](#)

Dial in by phone

[+1 872-256-1326,,747807447#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 747 807 44



SECTION 1 - INTRODUCTION AND INFORMATION

1.1 PURPOSE

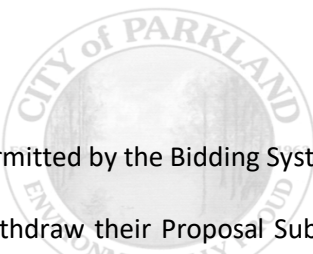
The City of Parkland (City) is seeking proposals from qualified and experienced consultants to prepare a comprehensive Impact Fee Study and corresponding Impact Fee Ordinance update. The study must be legally defensible, consistent with the Florida Impact Fee Act, and reflect best practices in municipal impact fee programs. The resulting fee schedules must reasonably and proportionally relate to the impacts of new development on municipal services. Contractor shall provide all supervision, labor, materials, tools, equipment, and necessary essentials for the completion of this contract, in the manner specified in this solicitation, in accordance with the terms, conditions, scope of services, specifications, and requirements of this competitive solicitation.

1.2 INFORMATION/CLARIFICATION

Questions related to the solicitation shall be submitted to the Purchasing representative through the on-line bidding system only by selecting the Q&A tab, then click on the "Ask Question" button for this specific opportunity. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by a written addendum which will be posted and must be acknowledged by Proposer.

1.3 PLANET BIDS E-PROCUREMENT INSTRUCTIONS

- 1.3.1 All Proposers shall have a Bidding System Vendor account and register as a Vendor/Contractor for this solicitation opportunity, which will enable the Proposer to download the solicitation documents, to receive addenda email notifications, and download all related solicitation documents without the watermark "preview" on them.
- 1.3.2 Proposers are solely responsible for creating a Bidding System Vendor account and registering as a Vendor/Contractor for the RFP opportunity to enable receipt of the latest information and updates from the City via email regarding this solicitation.
- 1.3.3 **ONLY ELECTRONIC SUBMISSIONS** shall be received by the Bidding System. **Hard Copy submissions are not permitted and will not be accepted by the City.**
- 1.3.4 Proposers are cautioned that the timing of their Proposal Submission is based on when the Proposal is RECEIVED by the Bidding System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc. Therefore, it is recommended that Proposals provide for enough time to complete your Proposal Submission and to resolve any issues that may arise prior to the submission deadline. The submission deadline shall be determined by the Bidding System's web clock. If you encounter a problem, you can select "Help Center" found at the top right corner of the Vendor Portal. Proposers will find FAQ's, online Ticket Support, or contact PlanetBids support at 818.992.1771, Monday-Friday, between 7am and 5PM PST.
- 1.3.5 The Bidding System will send a confirmation email to the Proposer advising that their proposal was submitted successfully. If you submit a proposal and do not receive a confirmation email, contact PlanetBids support at support@planetbids.com.



- 1.3.6 Late Proposals are not permitted by the Bidding System and will not be accepted by the City.
- 1.3.7 Proposers may edit or withdraw their Proposal Submission prior to the closing time and date. However, the Proposer is solely responsible to ensure the resubmitted proposal is received by the Bidding System no later than the stated closing time and date.

1.4 SUBMISSION AND RECEIPT OF PROPOSALS

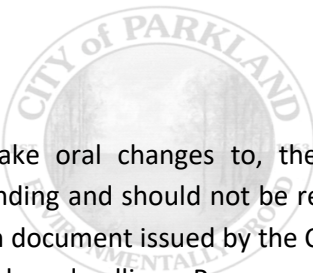
In order to be considered, proposals shall be submitted in accordance with this competitive solicitation. Separate proposals must be submitted for each competitive solicitation issued by the City as separate sealed electronic submittals through the Bidding System. Proposers shall use the forms provided by the City.

- 1.4.1 The uploaded document(s) must be signed by the authorized representative of the Proposer that has the authority to bind the Proposer.
 - 1.4.1.1 Submissions 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.
 - 1.4.1.2 Submissions 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.
- 1.4.2 All submissions received from proposers in response to the competitive solicitation will become the property of the City of Parkland. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

In order to be considered, Proposers are solely responsible for making certain that their submission is received by the City by the submittal deadline. No oral, telegraphic, electronic, facsimile, or telephonic submissions or modifications will be considered unless otherwise specified herein or in a written addendum issued by the City. It is the responsibility of the Proposer to see that any proposal submitted shall have enough time to be received by the City before the Submission Deadline. The Proposer shall be responsible for ensuring that the required solicitation documents are properly uploaded and accepted by the online procurement site.

1.5 INTERPRETATIONS AND ADDENDA

- 1.5.1 All Proposers shall carefully examine the solicitation documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Submittal deadline. Any questions concerning the intent, meaning, or interpretation of the solicitation documents shall be submitted through the Bidding system prior to date and time specified herein for questions in order to be given consideration. No person is authorized to give oral



interpretations of, or make oral changes to, the solicitation documents. Therefore, oral statements will not be binding and should not be relied upon. Changes or interpretations may only be made by a written document issued by the City in the form of an addendum issued prior to the established addendum deadline. Proposers shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment(s).

It is the responsibility of the Proposer to receive, acknowledge, and review all addenda that are issued. Proposers should check online at: <https://vendors.planetbids.com/portal/80328/portal-home> prior to submitting their proposal and up until the date in the event additional addenda are issued.

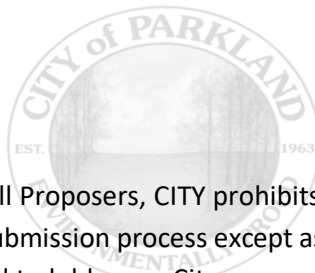
If a Proposer submits their proposal prior to the submission deadline and addenda are issued thereafter, the Bidding System shall WITHDRAW the submission and the submission status will change to an INCOMPLETE STATUS and Withdraw the Proposal. The Proposer can view this status change in the "MY BIDS" section of the Bidding System.

The Proposer is solely responsible for:

- Making any required adjustments to their submission based on any addenda issued; and
- Acknowledging the addenda; and
- Ensuring the re-submitted proposal is RECEIVED by the Bidding System no later than the stated submission deadline.

Each Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In the event any Proposer submits a Proposal and fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be considered as though the addenda had been received and acknowledged and the submission of the Proposal shall constitute acknowledgement of the receipt of all addenda for the solicitation. It is the responsibility of each Proposer to verify that they have received all addenda issued prior to the submittal deadline.

- 1.5.2 Any claim that the solicitation documents and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any Proposer shall be made in writing and submitted to the City through the Bidding System at least ten (10) calendar days prior to the submittal deadline or said claim shall be deemed to be waived. The claim shall state the specific section or provision that Proposer claims is in violation and detail the alleged violation with specificity.



1.6 CONE OF SILENCE

To ensure fair consideration for all Proposers, CITY prohibits communication to or with any department, officer, or employee during the submission process except as provided in Paragraph 1.2 above. Proposer and consultants are not permitted to lobby any City personnel, City Commission member, or member of the Committee related to, or involved with, any procurement between the time the notice of intent to procure services is issued and the recommendation for award is acted upon by the City Commission. All oral and written inquiries must be directed to the individual identified in the procurement documents. Any Proposer or any individual that lobbies on behalf of a Proposer during the time specified above will result in rejection/disqualification of said proposal.

1.7 INSURANCE

1.7.1 The successful vendor shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of compliance with the insurance requirements set forth herein, have been received and approved by the Purchasing Agent (See Section 4.5). Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

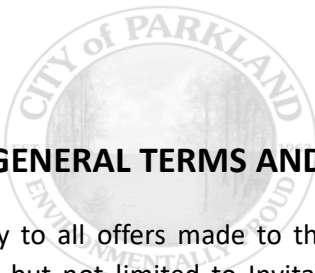
1.7.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL PROPOSER SHALL SUBMIT ADDITIONAL CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF PARKLAND IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL PROPOSER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the CITY. All the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed, or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail. Such notice shall constitute a default by the Successful Proposer.

1.8 CONTRACT PERIOD

The contract term shall commence upon final execution of the Contract by the CITY and shall expire upon completion of the required services.

END OF SECTION 1

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



SECTION 2 - GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Parkland by all prospective firms responding to City solicitations, including but not limited to Invitations for Bid, Requests for Quotation, and Requests for Proposal. As such, the words “quotation”, “bid” and “submission,” and “proposal” may be used interchangeably in reference to all offers submitted. Any terms and conditions within the Special Terms and Conditions or Sample Agreement for this competitive solicitation shall control in the event of variance or conflict with these General Terms and Conditions.

2.1 ACCEPTANCE /REJECTION

City reserves the right to accept or to reject any or all proposals and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award, as determined by the City. City reserves the right to waive any irregularities and technicalities and may, at its discretion, reject all proposals and request a re-solicitation.

2.2 ADDITIONAL PROVISIONS

2.2.1 Correction on Proposals.

- a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- b) A Proposer shall be permitted to correct clerical, non-judgmental mistakes of fact in their Proposal by Purchasing Director through a written directive.
- c) Voluntary reduction of price—The City may accept a voluntary reduction from a low Proposer after Proposal 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 Proposer.

2.2.2 Cancellation of bids.

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

2.2.3 Withdrawal of bids.

- a) Any Proposer may voluntarily withdraw or amend their bid at any time prior to the bid opening.
- 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—bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.



2.3 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

- 2.3.1 Manufacturer's name, trade name, brand name information and/or model/catalog numbers are used in these specifications for information and establishment of a quality level desired and are not intended to restrict competition unless otherwise specified in the solicitation. The Proposer may offer any brand that meets or exceeds the specifications for any item(s) unless the specification specifically requires the use of a certain brand or model to provide for compatibility with existing items already in place at the City.
- 2.3.2 Requests for approval for substitutes shall be submitted on the form provided, shall include all supporting documentation, and shall be submitted to the purchasing agent listed in this solicitation document prior to the stated question deadline date. The Proposer must indicate on the alternate form the proposed equivalent product's manufacturer name and model/catalog number, and shall submit complete descriptive literature and/or specifications with the form for any proposed equivalent product. The burden of proof for specification compliance is solely on the Proposer. The City reserves the right to be the sole judge of what is equal and acceptable.

2.4 AS SPECIFIED

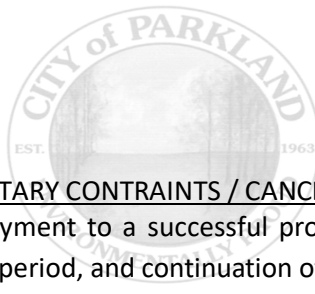
A Contract will be issued to the successful Proposer with the understanding that all services rendered must meet the specifications herein.

2.5 ASSIGNMENT OF CONTRACT

The successful proposer shall not transfer or assign the performance required by the Contract documents without the prior written consent of the City. Any award issued pursuant to this solicitation and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or party to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Successful proposer of its liability and obligation under the awarded contract. Notwithstanding any assignment that was not approved in writing by the City, the City shall deal through the successful proposer only. However, if the successful proposer is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the subject contract.

2.6 AUDIT RIGHTS

The City reserves the right to audit the records of the Successful Proposer as it pertains to the contract, at any time during the performance and term of the awarded contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Successful Proposer agrees to submit to an audit by an independent Certified Public Accountant selected by the City. The Successful Proposer shall allow the City to inspect, examine and review the records of the Successful Proposer at any and all times during normal business hours during the term of the Contract.



2.7 AVAILABILITY OF FUNDS / BUDGETARY CONSTRAINTS / CANCELLATION OF APPROPRIATED FUNDS

The obligation of the City for payment to a successful proposer 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.

2.8 AWARD OF CONTRACT

A sample Contract is made a part of this competitive solicitation. The final Contract shall include any additional terms and conditions as approved by the City Manager and approved as to form and legal sufficiency by the City Attorney.

2.9 BACKGROUND CHECKS

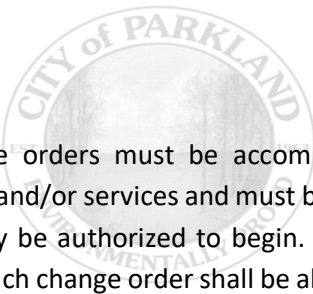
2.9.1 Pursuant to City Code Sec. 2-142.5. – Criminal Background Checks, for any contracts which require a contractor, subcontractor, consultant or subconsultant to perform work in or on City property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonable warrant background checks, the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property shall be required to undergo a criminal background check, at the contractor's expense.

2.9.2 All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included in the RFP, certifying that background checks have been completed for all employees as set forth in Section 2-142.5 of the City Code and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (d) of the code shall perform work on City property as referenced above.

2.10 CHANGE ORDERS

2.10.1 The City Manager or designee is authorized to approve, and initiate change orders determined in the judgment of the City Manager or designee to be in the public interest as follows:

- a) All change orders decreasing the cost of the contract to the City; provided, however, such decrease does not materially alter the character of the work contemplated by the contract.
- b) All change orders increasing the cost of the contract to the City, up to the threshold as defined in section 2-141.4, provided that sufficient budgeted funds are available.
- c) All change orders increasing the cost of any contract, up to five (5) percent of the original contract amount, provided that sufficient budgeted funds are available.



- d) All other change orders must be accompanied with a cost estimate covering the proposed goods and/or services and must be formally approved by the City Commission before work may be authorized to begin. No claim against the City for extra work in furtherance of such change order shall be allowed unless prior written authorization has been provided by the City, notwithstanding any other provision, contractual or otherwise.
- e) Change orders shall not artificially be distributed or divided so as to bring the amount within the approval level of the City Manager. Proposed change orders shall include all logically connected work required to be done at the time of the change order proposal.
- f) Work defined by the scope of a change order may not be commenced until obtaining final approval of the change order, except where such work is of an emergency nature as provided in Section 2-142.16 of the City Code.

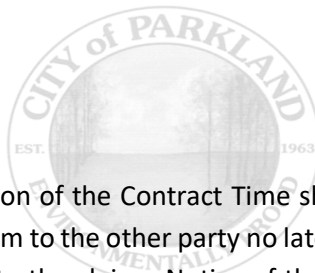
2.10.2 All Change Orders shall include a maximum Overhead and Profit, not to exceed five percent (5%) and five percent (5%), respectively.

2.10.3 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Successful Proposer shall not start work pursuant to a change order until the change order setting forth the adjustment(s) is approved by the City, and executed by the City and Successful Proposer. Once the change order is so approved, the Successful Proposer shall promptly proceed with the work.

2.10.4 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Successful Proposer for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Successful Proposer shall be at Contractor's expense without change in the Contract price or Time except as approved in writing by the City.

2.10.5 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by

claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.



- 2.10.6 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Successful Proposer hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Successful Proposer has given the notice and the supporting data required by this paragraph.
- 2.10.7 Extension of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Successful Proposer can clearly demonstrate that such delays did or will, in fact, delay the progress of the work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.
- 2.10.8 In the event satisfactory adjustment cannot be reached by City and Successful Proposer for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by the City and Successful Proposer. If notice of any change in the contract or contract time is required to be given to a surety by the provision of the bond, the giving of such notice shall be the Successful Proposer's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Successful Proposer shall furnish proof of such adjustment to the City. Failure of the Successful Proposer to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

2.11 CITY CONTRACT MANAGER

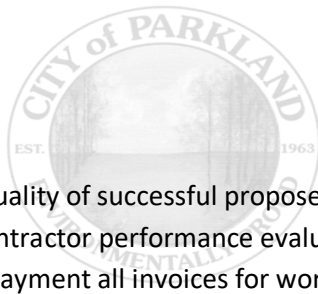
The City of Parkland shall designate a Contract Manager who shall act on behalf of the City with respect to monitoring contractor performance under the awarded contract.

The administration of the awarded contract is vested in the Contract Manager. The Contract Manager shall have complete authority to require the successful proposer to comply with all provisions of the

awarded Contract. However, the provisions of the awarded contract shall not be altered, waived or revoked by the Contract Manager.

The Contract Manager's principal duties shall include:

- a) Liaison with the successful proposer.
- b) Coordinate and approve all work under the contract.



- c) Resolve any disputes.
- d) Assure consistency and quality of successful proposer's performance.
- e) Schedule and conduct Contractor performance evaluations and document findings.
- f) Review and approve for payment all invoices for work performed or items delivered.

2.12 CODE OF ETHICS

Any contractor or subcontractor that is found to have violated the ethical standards set forth in Section 2-142.3 of the City Code or any other applicable ethical standard pursuant to state or federal law may be subject to punishment, including contract suspension or termination, and the reporting of any contractor found to have violated these ethical standards to the appropriate disciplinary agency. The City shall not execute a contract, and reserves the right to terminate a contract already in place, if it is discovered that there has been a violation of Section 2-142.3 of the City Code, any ethics provision of a procurement solicitation, or any local, state, or federal law, including, but not limited to:

- a) Conflicts of interest.
- b) Kickbacks.
- c) Solicitation of procurement by payment of a gratuity or offer of employment.
- d) Acceptance of gratuity or offer of employment resulting from solicitation of procurement.
- e) Violations of the cone of silence.
- f) Any other improper or unlawful attempt to influence the outcome of procurement.

2.13 COMPETENCY OF PROPOSERS/QUALIFICATIONS STATEMENT

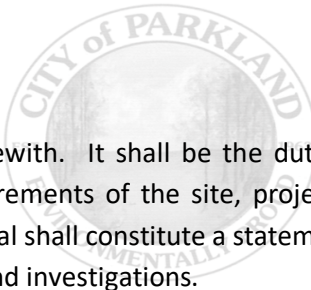
Proposals will be considered only from firms that are regularly engaged in the business of providing services as described in the solicitation documents and who can provide evidence that they have established a satisfactory record of performance and sufficient personnel equipment and organization to ensure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

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

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

2.14 COMPLIANCE WITH LAWS

Notice is hereby given that the successful Proposer, its officers, agents, employees and contractors must be familiar with all Federal, State and Local laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and effect of these laws and regulations on the site and the project. Ignorance on the part of the Proposer will in no way relieve Proposer from the



responsibility of compliance herewith. It shall be the duty of the successful Proposer to thoroughly investigate all aspects and requirements of the site, project, and specifications prior to submitting a proposal. Submission of a proposal shall constitute a statement that the proposer has fully conducted all necessary inspections, reviews, and investigations.

It is agreed and understood that if the City calls to the attention of successful proposer any such violations on the part of the successful proposer, its officers, agents, employees, contractors, then successful proposer shall immediately desist from and correct such violation. If successful proposer is in violation of any law, successful proposer 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.

2.14.1 The successful proposer and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The successful proposer shall include this provision in all subcontracts issued as a result of this Agreement.

2.14.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

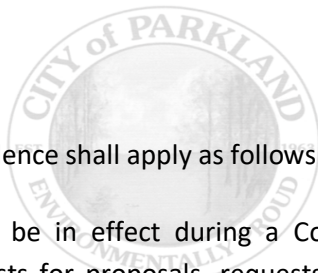
2.14.3 This RFP and the awarded contract shall be governed by and construed in accordance with the laws of the State of Florida.

2.14.4 Any dispute concerning performance of the awarded contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State of Florida, and venue will be in the Eleventh Judicial Circuit, in and for Broward County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

2.15 CONDITIONS OF MATERIALS

All materials and products supplied by the successful proposer in conjunction with this solicitation shall be new, warranted for their merchantability, fit for a purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. If any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the successful proposer at no cost to the City. Successful proposer shall

furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period that may be specified below shall commence upon final acceptance of the product.

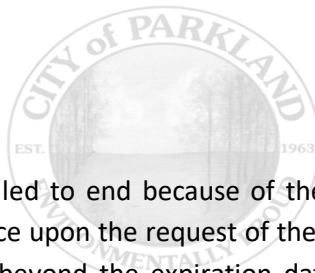


2.16 CONE OF SILENCE: A cone of Silence shall apply as follows:

- 2.16.1 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 or during such other procurement activities as declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action, which ends the Competitive Solicitation.
- 2.16.3 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.
- 2.16.4 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Agent for the City.
- 2.16.5 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.

2.17 CONFLICT OF INTEREST

- 2.17.1 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.
- 2.17.2 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 Proposer's prohibition from engaging in any business with the City.



2.18 CONTRACT EXPIRATION

In the event services are scheduled to end because of the expiration of this contract, the successful proposer shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.19 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

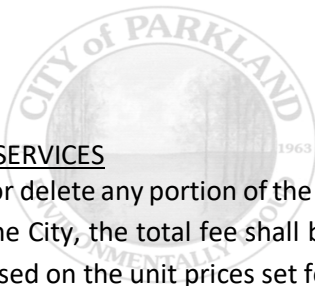
2.19.2 If property (public or private) is damaged while Successful Proposer is performing work specified or while being removed for the convenience of the work, it shall be repaired or replaced at the expense of the Successful Proposer in a manner acceptable to the City of Parkland prior to the final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

2.19.3 Successful Proposer must provide protection necessary to prevent damage to property being repaired or replaced. The successful proposer shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2.19.4 If the work site has any pre-existing damage, the Successful Proposer shall notify the Contract Administrator in writing. Failure to do so shall obligate the Successful Proposer to make repairs per the above section.

2.20 DEFAULT

In the event the Successful Proposer defaults in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Successful Proposer written notice by registered, certified mail or hand delivery to Successful Proposer's office of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Proposer has failed to correct the condition(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 Successful Proposer shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.



2.21 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to add or delete any portion of the awarded contract at any time without cause, and if such right is exercised by the City, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal page.

2.22 DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified for any of the following reasons:

- a) Interest by the same person in more than one proposal.
- b) Collusion among or between proposers.
- c) Unbalanced proposals; that is, proposals in which the prices for the same items or services are out of all proportions to those prices from others.
- d) Lack of responsibility on the part of proposers (for example, but without limitation, no proposer would be considered responsible who has failed to carry out any contract in which the City has been directly or indirectly concerned).
- e) Lack of experience or capital on the part of proposers. Evidence of experience, ability, and financial standing, as well as a statement regarding plant and machinery available be required of any or all proposers. Failure of the successful proposer to possess a business license which will allow the successful proposer to obtain the required permits or have the ability to obtain a City of Parkland business license within 14 calendar days to perform the work specified.
- f) Submission of a non-responsive proposal.

2.23 DRUG FREE WORKPLACE (DFW)

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

2.24 EMPLOYMENT VERIFICATION (E-VERIFY)

The successful Proposer shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty calendar days after the date of termination. If this contract is terminated for a violation of the statute by the successful proposer, the successful proposer may not be awarded a public contract for a period of one (1) year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the successful proposer.



2.25 EQUITABLE ADJUSTMENT

The CITY may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful BIDDER's control; 2) the volatility affects the marketplace or industry, not just the particular successful BIDDER's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful BIDDER that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval in accordance with the authorities established in Sec. 2-141.4 of the City Procurement Code.

2.26 ESCALATION AND DE-ESCALATION DURING RENEWAL

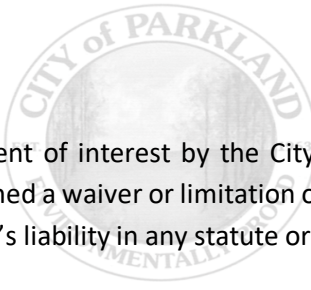
Upon the anniversary date of each renewal period, the successful proposer may submit a requested price increase per individual item unit cost to the Purchasing Department in writing, ninety (90) days prior to the renewal period. The City will consider such price increase based on the most recent Consumer Price Index (CPI) and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful Proposer will extend such prices.

2.27 FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay successful proposer's timely performance, successful proposer shall immediately notify the City in writing.

2.28 INDEMNIFICATION/HOLD HARMLESS

2.28.1 Successful Proposer 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, Successful Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of the awarded 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, Successful Proposer 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 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 to Successful proposer under the awarded Contract may be retained by City until all of City's claims for indemnification pursuant to the awarded Contract have been settled or otherwise resolved; and any amount withheld shall



not be subject to payment of interest by the City. Nothing in this competitive solicitation or agreement 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.

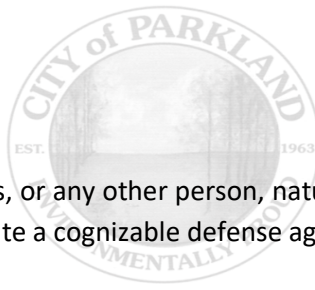
- 2.28.2 To ensure the indemnification obligation contained above, Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of the awarded Contract (unless otherwise provided), the insurance coverages set forth in section 4.5. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 2.28.3 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the awarded contract. This provision shall survive the termination of this contract.
- 2.28.4 Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. This provision shall survive the termination of this contract.
- 2.28.5 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

2.29 INDEPENDENT CONTRACTOR

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

2.30 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 that may arise between person(s) participating in this procurement and the City by and through its officers, employees and



2.29.1 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.

2.29.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Proposers, Exhibits, Addenda and any other pertinent documents form a part of this competitive solicitation and by reference are made a part of any response to this competitive solicitation.

2.29.3 Pursuant to Section 838.22(1) Florida Statutes, it is unlawful for a Proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.

2.30 MISTAKES

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

2.31 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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

2.32 NON-COLLUSIVE AFFIDAVIT

Proposer certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

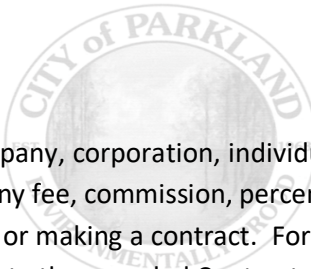
Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.33 NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES

Prior to the award of the QR/ITB/RFP, and prior to the execution of an agreement by the City, the selected Vendor/Firm shall be required to execute the attached "Affidavit" Attesting to Noncoercive Conduct for Labor or Services in accordance with Section 787.06(13), Florida Statutes, as amended from time to time. Failure of the Vendor to submit the Affidavit shall disqualify the Vendor and the City reserves the right to go to the next qualified Vendor.

2.34 NON-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 award of a 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 a contract. For the breach or violation of this provision, the City shall have the right to terminate the awarded Contract without liability at its discretion.

2.35 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a Material Safety Data Sheet (MSDS), which may be obtained from the manufacturer. The MSDS must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity;
 - The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and
 - The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d) The emergency procedure for spills, fire, disposal and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.38 PERFORMANCE

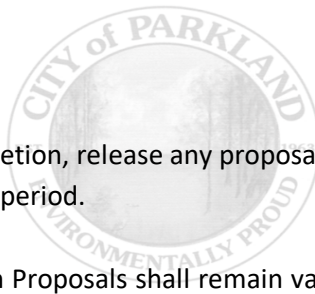
Failure on the part of the proposer to comply with the conditions, terms, specifications and requirements of the solicitation shall be just cause for cancellation of the award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance-based contracting. The City may, by written notice to the proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2.39 PROPOSER LIST

Vendors desiring a copy of the list of proposers that submitted a proposal for this competitive solicitation, may obtain the list by going to the following link <https://vendors.planetbids.com/portal/80328/portal-home>. This cannot be viewed until the bid closes.

2.40 PROPOSALS TO REMAIN OPEN

2.40.1 All Proposals shall remain valid offers for Ninety (90) calendar days after the day of the submission deadline, unless a longer period of time is stated in the solicitation documents. The



City may, at its sole discretion, release any proposal and return the Bid Bond, if applicable, prior to the end of the 90 day period.

- 2.40.2 Extensions of time when Proposals shall remain valid offers beyond the ninety (90) day period may be made only by mutual written agreement between the City, the Successful Proposer, and the surety, if any, for the Successful Proposer.

2.41 PROPOSER'S COSTS

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

2.42 PROPOSER'S REPRESENTATION

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

2.43 PRICING

- 2.43.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

- 2.43.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

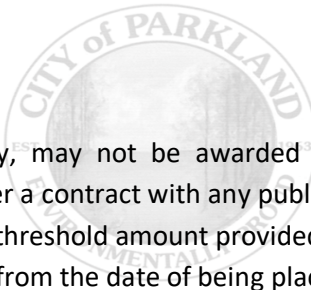
- 2.43.3 All applicable discounts shall be included in the proposal price for materials and services and will be considered as determining factors in recommending an award in case of tie proposals. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

- 2.43.4 Proposer warrants by virtue of proposal, that prices, terms and conditions in the proposal will be firm for acceptance for a period of Ninety (90) calendar days from the date of the submission deadline unless otherwise set forth herein or stated by the City.

- 2.43.5 The price shall include all, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Parkland.

2.44 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases



of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.45 PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal public records shall, at all times, be open for personal inspection by any person, unless otherwise confidential or exempt under law. 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. and other Florida Statutes. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

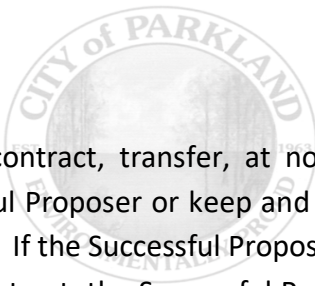
THE SUCCESSFUL PROPOSER SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
Cityclerk@Cityofparkland.org

SPECIFICALLY, THE SUCCESSFUL PROPOSER 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 Successful Proposer 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 Successful Proposer or keep and maintain public records required by the City to perform the service. If the Successful Proposer transfers all public records to the CITY upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer 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 Successful Proposer of the request, and the Successful Proposer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (b) If Successful Proposer does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
 - (c) A Successful Proposer who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.46 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.

2.47 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

Any actual proposer, offeror, or contractor who is aggrieved in connection with the solicitation of a contract may protest to the Purchasing Director. All protests shall be filed and processed as set forth in Section 2-142.12 of the City Procurement Code

2.48 RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701, Florida Statutes, provides that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.49 SCRUTINIZED COMPANIES

- 2.49.1 Successful Proposer 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 Successful Proposer or its subcontractors are found to have



submitted a false certification; or if the Successful Proposer, 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.

2.49.2 If this agreement is for more than one million dollars, the Successful Proposer 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 Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, 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.

2.49.3 The Successful Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

2.49.4 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.

2.50 SPECIAL CONDITIONS

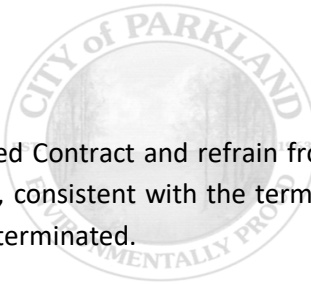
Any and all Special Conditions contained in this solicitation document that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions to the extent of such conflict.

2.51 SUB-CONTRACTORS

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

2.52 TERMINATION FOR CONVENIENCE OF CITY

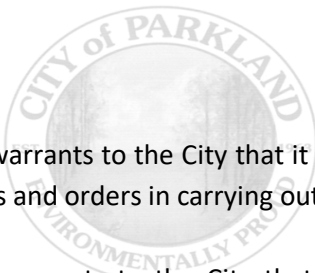
Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Successful Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the Successful Proposer must state that the contract is being terminated for the convenience of the City under the termination clause, the effective termination date and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Proposer shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the



terminated portion of the awarded Contract and refrain from placing further orders and sub-contracts except as they may be necessary, consistent with the termination notice, and complete any continued portions of the work that are not terminated.

2.53 WARRANTIES

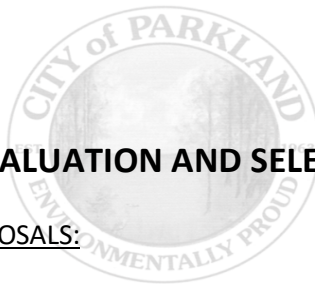
- 2.53.1 **Warranty of Title:** The Successful Proposer warrants to the City that all goods and materials furnished under the awarded contract will be new unless otherwise specified in writing by the City, and that Successful Proposer possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the City.
- 2.53.2 **Warranty of Specifications:** The Successful Proposer warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 2.53.3 **Warranty of Fitness for a Particular Purpose:** The Successful Proposer warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 2.53.4 **Warranty of Merchantability:** The Successful Proposer warrants that the goods and faculties to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 2.53.5 **Warranty of Performance:** The Successful Proposer warrants that all work performed under the awarded contract, taking all necessary steps and precautions to perform the work to the City's satisfaction.
- 2.53.6 **Warranty of Material and Workmanship:** In addition, and as supplement to the above and all other warranties, the Successful Proposer warrants all material and workmanship for a minimum of one (1) year from date of completion and acceptance by the City. If within one year after acceptance by the City, or within such larger period of time as may be prescribed by law, or applicable technical specifications, any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Proposer shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Successful Proposer a written acceptance of such condition. This warranty does not limit or impair the continuing obligation of successful proposer to indemnify and hold the City harmless from all liability or causes of action and any damages of any kind whatsoever, including but not limited to consequential damages, resulting from successful proposer's errors or omissions and is in addition to that warranty. The successful proposer shall transfer all manufacturer's warranties exceeding one (1) year to the City of Parkland.



- 2.53.7 The successful Proposer warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the awarded contract.
- 2.53.8 The successful Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the awarded contract.
- 2.53.9 The Successful Proposer warrants to the City that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Proposer is a party.
- 2.53.10 The Successful Proposer warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the awarded contract.
- 2.53.11 All warranties made by the Successful Proposer together with service warranties and guarantees shall run to the City and the successors and assigns of the City.

END OF SECTION 2

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



SECTION 3 - EVALUATION AND SELECTION CRITERIA

3.1 CRITERIA FOR EVALUATING PROPOSALS:

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

Proposers should provide all information outlined in the Evaluation Criteria set forth below and in Section 5.3, to be considered responsive. Responses will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Criteria that will demonstrate the Proposer's understanding of the Evaluation Criteria and capacity to perform the required services of this competitive solicitation. The maximum points that shall be awarded for each of the Evaluation Criteria are detailed and described below.

The criteria set forth below will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the Proposer submits within the submission.

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

Scoring Guide:

0% of available points - No Response

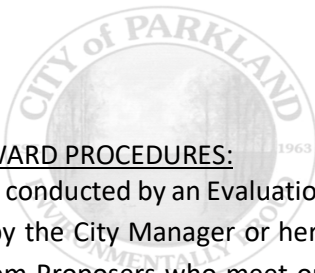
50% of available points - Marginal

70% of available points - Acceptable

85% of available points - Exceeds Acceptable

100% of available points - Outstanding in all Respects

Evaluation Criteria – Scoring Guide	Maximum Points
Technical Proposal	
1. Firm Qualifications. See section 5.3.3 (b)	40
2. Management, Supervisory and Staff Experience. See section 5.3.3.(c)	10
3. Methodology including Technical Approach and Understanding the Scope of Services. See section 5.3.3 (d)	20
4. Fee Proposal. See section 5.4	30
Total Maximum Points	100



3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

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

3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

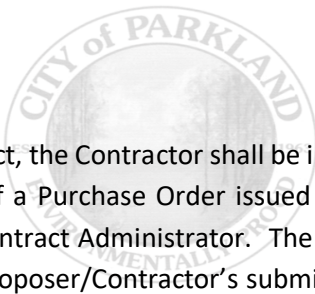
3.2.2 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee's findings and rankings will be reviewed by the City Commission, which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize negotiations of a contract with the number one ranked firm as checked below; recommend rejection of all submittals based upon a stated reason; or send the ranking back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFP and the evaluation may either ratify the ranking or re-rank the firms. The City Commission also has the option to re-rank the short-listed firms in accordance with Section 2.141.2.1 of the City Code.

☐ The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

☒ Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted, and negotiations begun with the next highest ranked firm. The final Contract may be either approved by the City Commission, or approved in accordance with Section 3.2.4.

3.2.4 If the top ranked firm's proposal or bid is for fifty thousand Dollars (\$50,000.00) or less annually, the Purchasing Director may adopt the ranking of the Committee and authorize a contract with the top ranked firm. In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.



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

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

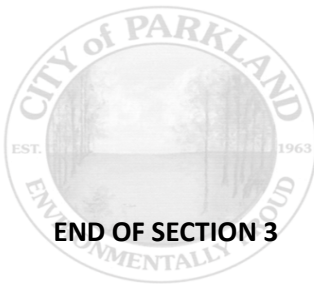
3.3 The City reserves the right to consider a Proposer's financial stability and history of citations and/or violations of environmental regulations in determining a Proposer's responsibility and further reserves the right to declare a Proposer not responsible if (in the opinion of the CITY) the Proposer has insufficient financial resources to construct the project or whose history of violations warrant such determination. Proposer shall submit with Proposal, a complete financial disclosure and history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation, which Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposer.

3.4 EXAMINATION OF CONTRACT DOCUMENTS & SITE

Before submitting a Proposal, each Proposer should:

- a. examine the Proposal Documents thoroughly;
- b. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services;
- c. fully and thoroughly inspect the site of the proposed work;
- d. conduct all site examinations deemed necessary to submit an accurate bid;
- e. study and carefully correlate Proposer' observations with the Proposal Documents; and
- f. notify in writing CITY'S designated employee of all conflicts, errors, irregularities, or discrepancies in the Proposal Documents;
- g. submit a written statement to the City acknowledging the Contractor's understanding of the current site conditions and work which has been completed or is in progress on the site.

The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.



(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



SECTION 4 - SPECIAL CONDITIONS

4.1 CERTIFICATION AND/OR LICENSES

- 4.1.1 Proposers shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services, if applicable. This certification shall be current at all times during the duration of the awarded contract. Proposers should provide, with their proposal, a copy of all current licenses. If not provided with your proposal, they must be submitted within three (3) business days of the City's request.
- 4.1.2 When applicable, Proposer must hold a current business tax receipt. Copy of license shall be submitted with proposal and must be in the name of the vendor shown on the Proposer Information page.
- 4.1.3 When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Broward County Construction Industry Licensing Board and a current Occupational License for Broward County.

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

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

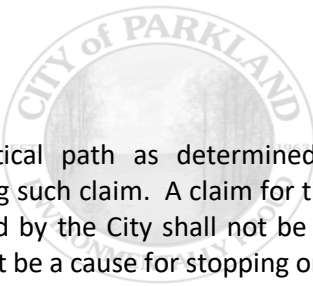
Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.3 CONTRACTOR USE OF PREMISES

- 4.3.1 All Contractors vehicles are to be parked in the designated area which will be decided upon and communicated based on each work order.
- 4.3.2 Confine operations at site to areas permitted by Law, Ordinance, Permits and Contract Documents.
- 4.3.3 Do not unreasonably encumber site with materials or equipment.

4.4 DELAYS AND EXTENSIONS OF TIME

- 4.4.1 The contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of the contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived. Any claims for extension of time shall be solely for that time which



directly impacts the critical path as determined by the City and accompanied by such documentation supporting such claim. A claim for time that does not impact the critical path of the project as determined by the City shall not be considered. Failure of the City to grant an extension of time shall not be a cause for stopping or delaying the progress of the work.

- 4.4.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the City by reason of any delays. An extension of time shall be Successful Proposer's sole remedy for any delays; there shall be no claim to damages against City by Successful Proposer for delays of any nature.

4.5 INSURANCE

- 4.5.1 To ensure the indemnification obligation contained above (Section 2.29.1), successful proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of the awarded contract (unless otherwise provided), the insurance coverages set forth in this Section 4.5. Each insurance policy shall clearly identify the foregoing indemnification as insured.

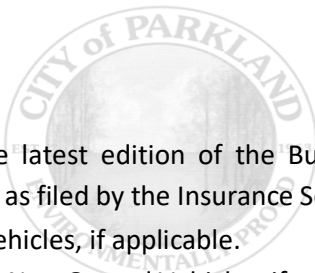
- 4.5.2 Such policy or policies shall be without any deductible amount unless otherwise noted in the awarded contract and shall be issued by approved companies of process may be made in Broward County, Florida.

- 4.5.3 Successful proposer shall pay all deductible amounts, if any.

- 4.5.4 ☒ Commercial General Liability Insurance. A Commercial General 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 Property Damage
- 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.

- 4.5.5 ☒ Commercial Automobile Liability. Commercial Automobile Liability shall be provided with minimum limits of One Million 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.

4.5.6 ☒ 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.

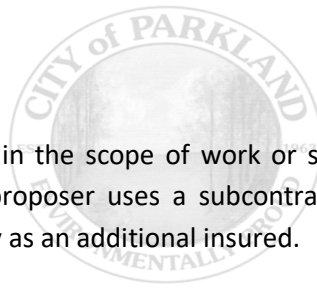
4.5.7 ☒ Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand dollars (\$ 500,000.00) each occurrence.

4.5.8 Successful proposer 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 the awarded contract, and state that such insurance is as required by the awarded contract. Successful proposer'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.

4.5.9 Successful proposer shall specifically protect City by naming the City of Parkland and its Elected Officials, Officers, Agents, and Employees as 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. A copy of the certificate of insurance or proof of insurance must be submitted with proposal and must be in the name of the vendor shown on the Proposer Qualifications Statement Information page.

4.5.10 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of successful proposer 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.

4.5.11 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of the awarded contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability

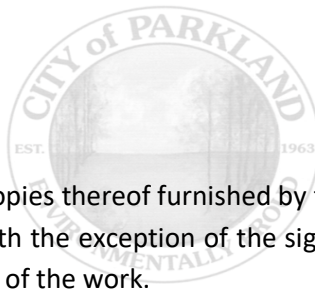


of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If successful proposer uses a subcontractor, successful proposer shall ensure that subcontractor names City as an additional insured.

- 4.5.12 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:
- Financial Stability – A
 - Financial Size - VIII
- 4.5.13 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protect both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 4.5.14 The Successful Proposer shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.
- 4.5.15 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which City is named as an additional named insured shall not apply to City. City shall provide written notice of occurrence within fifteen (15) working days of City's actual notice of such an event.
- 4.5.16 The Successful Proposer shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 4.5.17 The Successful Proposer agrees to perform the work under the awarded contract as an independent contractor, and not as a sub-contractor, agent or employee of CITY.

4.6 INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Parkland. At a minimum, invoices must include: purchase order number, item number and description, and time of delivery/setup, date and time of removal/strike, quantity ordered, unit prices, unit of measure, and extended totals. Invoicing should separate bill of material (BOM) from scope of work (SOW). Payment terms shall be in accordance with Florida Statute. All original invoices shall be submitted to the Contract Administrator or designee.



4.7 OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the City are the City's property. They are not to be used on other work and with the exception of the signed contract sets, are to be returned to the City on request at the completion of the work.

4.8 NOTICES

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

4.9 RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of the completed project and facilities to the City, and inspection and final acceptance of the entire project by City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

4.10 SAFETY

The Successful Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work as per the scope of work.

4.11 RETAINAGE

Per Florida State Statute 255.078 Public construction retainage, a public entity may withhold, from each progress payment made to the contractor, an amount not exceeding five percent (5%) of the payment as retainage. Upon substantial completion of all work, the City and/or City's representative shall have the sole discretion to reduce the retainage amount. The City may still withhold amounts representing work, which City and/or City's representative deems incomplete or inconsistent with the contract documents or unsatisfactory, or the amount of any unsettled claims.

END OF SECTION 4

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)



SECTION 5 - SCOPE OF WORK

5.1 PURPOSE

The City of Parkland (City) is seeking proposals from qualified and experienced consultants to prepare a comprehensive Impact Fee Study and corresponding Impact Fee Ordinance update. The study must be legally defensible, consistent with the Florida Impact Fee Act, and reflect best practices in municipal impact fee programs. The resulting fee schedules must reasonably and proportionally relate to the impacts of new development on municipal services. Contractor shall provide all supervision, labor, materials, tools, equipment, and necessary essentials for the completion of this contract, in the manner specified in this solicitation, in accordance with the terms, conditions, scope of services, specifications, and requirements of this competitive solicitation.

The City of Parkland continues to experience residential and non-residential growth. To ensure fiscal sustainability and maintain high levels of service, the City seeks to evaluate and update its existing system of impact fees. The Impact Fee Study will serve as the basis for establishing economically, technically, and legally supportable impact fee schedules and policies applicable across the City.

5.2 SCOPE OF SERVICES:

5.2.1 Project Objectives

The Consultant will:

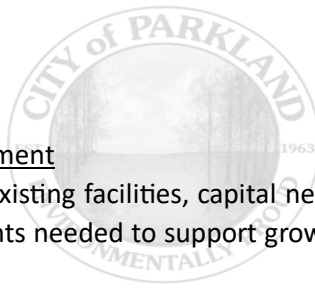
- Assess the City's current and future capital needs resulting from growth.
- Develop methodologically sound impact fees tied to adopted levels of service (LOS).
- Prepare a fee comparison report between the recommended fees and fees of surrounding municipal and county governments.
- Ensure compliance with the Florida Impact Fee Act (F.S. 163.31801) and related statutory requirements.
- Assist with the preparation of an updated Impact Fee Ordinance for adoption by the City Commission.
- Provide legally reviewed conclusions and a legal opinion validating compliance with Florida law.
- Support the City with adoption procedures and, if necessary, legal defense.

5.2.2 Scope of Services

A. Data Collection and Review

The Consultant will work with City staff and the City Attorney to collect data, obtain existing studies, acquire forecasts, review inventories of facilities and equipment, and analyze levels of service associated with:

- Parks and Recreation
- Public Safety (Police and Fire)
- General Government
- Library



B. Impact Needs Assessment

Conduct analysis of existing facilities, capital needs caused by growth, capacity deficits, and required improvements needed to support growth from annexation, new development, and redevelopment.

C. Methodology Development

Develop an impact fee methodology consistent with rational nexus standards, best practices, and the Florida Impact Fee Act, including:

- Proportionality requirements
- Dual rational nexus findings
- Restrictions on revenue use
- Phase-in requirements (F.S. 163.31801(6)(a–g))
- Credit requirements (F.S. 163.31801(7))

D. Impact Fee Study & Report

Prepare a comprehensive impact fee report documenting:

- Assumptions, methodology, data sources
- Levels of service and justification
- Growth and demand projections
- Capital costs and allocation
- Fee calculations and schedules
- Recommendation of administrative fee structure
- Revenue use plans
- Implementation procedures

E. Legal Review and Opinion

Consultant must provide legal review and a written legal opinion confirming compliance with Florida Statutes and relevant case law.

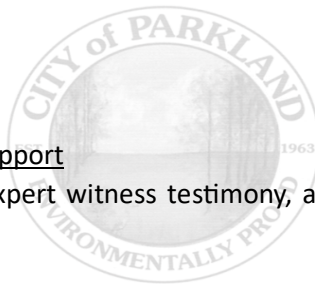
F. Adoption Support

The Consultant shall:

- Present draft recommendations, methodology assumptions, and preliminary fee calculations.
- Meet with City staff, including the City Attorney as needed, to review preliminary findings, discuss recommended impact fee schedules, and obtain feedback prior to issuance of the Final Impact Fee Study.
- Incorporate City staff feedback into the Final Impact Fee Study and supporting materials.
- Assist with public notices, workshops, Commission meetings, stakeholder meetings, and preparation of supporting materials as may be deemed necessary.

G. Ordinance Preparation

Assist with the preparation of an updated Impact Fee Ordinance(s) for adoption.



H. Optional Litigation Support

If needed, provide expert witness testimony, affidavits, and supporting analysis to defend methodology.

I. Deliverables

- Work plan and timeline
- Draft Impact Fee Study
- Final Impact Fee Study
- Legal compliance opinion letter
- Draft and final ordinance(s)
- Presentations for workshops and hearings
- Supporting datasets and calculations

J. Project Timeline

The Consultant shall propose a timeline covering data collection, drafts, final reports, ordinance development, and hearings.

5.3 PROPOSAL REQUIREMENTS

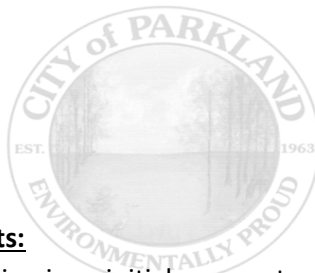
5.3.1 Proposal Format

Proposers should prepare their proposals using the following format. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services, or capabilities. Emphasis should be placed on clear, complete presentation of factual information. Proposers are not to make any reference to information they submitted in previous responses to competitive solicitations or quotes submitted to the City.

5.3.2 Submission of Proposals

The following material is required to be submitted with your electronic Proposal:

- a) **Cover Letter:** Cover letter stating that the vendor formally submits his/her proposal for consideration in the selection process for this RFP. The letter shall briefly state the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening. The cover letter should also indicate that upon City request the vendor will be available for interviews during the selection process. The cover letter shall include the Proposer's name, address, email address, and telephone number of contact person.
- b) **Detailed Proposal:** the detailed proposal should address all the points outlined in the Request for Proposal as outlined in Section 5-Scope of Work and Proposal Requirements.
- c) All completed and executed documents/forms are to be included in the electronic Proposal.
- d)



5.3.3 Technical Proposal

a. **General Requirements:**

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

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

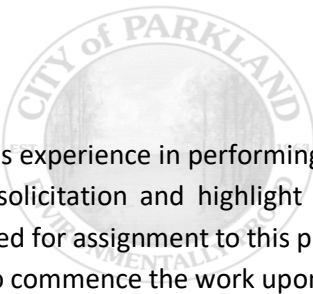
As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as Proposer's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for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

b. **Firm Qualifications (40 points):**

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; workload; record of meeting schedules on similar projects; and supportive client references. **Higher scores in this category will go to those firms with multiple completed projects that clearly resemble this scope and strong feedback on final system quality.**

Proposer should:

- i. Provide a brief profile of the firm, including the types of services offered; the year founded; number of employees, form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- ii. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.



- iii. Describe the firm's experience in performing work of a similar nature to that solicited in this competitive solicitation and highlight the participation in such work by the key personnel proposed for assignment to this project. Please provide a statement that your firm is available to commence the work upon the City approval.
- iv. Identify subcontractors by company name, address, contact person, telephone number, and project function. Describe Proposer's experience working with each subcontractor.
- v. Provide at a minimum four (4) projects of similar size/scope and references for the projects cited as related experience completed in the last five to seven years, and furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.
- vi. Provide a sample or multiple samples of a completed impact fee study, similar in scope and scale to the work required to be performed under this RFP.
- vii. The City requires submittal of at least four (4) references from the Contractor and applicable Subcontractors to be submitted with the Proposal opening (References must include name, job title, telephone number, and email address of contact person(s)). **These references are not to include the City of Parkland and/or a City of Parkland employee.**
 - Business Trade References
 - Bank References
 - Other Governmental Agencies where you have been pre-qualified. Indicate trades and dollar amounts.
 - Relevant Experience (Minimum of three (3) references which demonstrate experience for work of a similar scope performed).

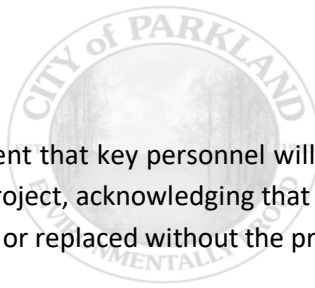
Please do not include the City of Parkland or City of Parkland employees as references.

c. **Management, Supervisory, and Staff Experience (10 points):**

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

Proposer should:

- i. Provide education, experience, and applicable professional credentials of project staff.
- ii. Identify key personnel proposed to perform the work in the specified tasks. Furnish brief resumes (not more than one (1) page each) for the proposed project team working on this project.
- iii. Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.



- iv. Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.

d. **Methodology including Technical Approach and Understanding of the Scope of Services (20 points):**

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

Proposer should:

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

5.4 Fee Proposal (30 points):

Schedule of Compensation- The Proposer shall complete the "Fee Proposal" included in the electronic bidding platform. Proposers shall list pricing as described on a fully burdened basis, incorporating direct labor costs, indirect cost, and profit.

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

(Example is as follows: If the lowest proposed amount is:

\$50,000, they will receive 30 points, if the second is:

\$60,000 the calculation is as follows:

$\$50,000 / \$60,000 \times 30 = 24.9$ points)

END OF SECTION 5

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)