

SPECIFICATIONS AND
BID DOCUMENTS
FOR
Marina Security Services Contract

Bid # 102-2012

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FLORIDA 33403

TOWN CLERKS OFFICE
(561) 881-3311

Security Service Contract for
TOWN OF LAKE PARK HARBOR MARINA

Bid # 102-2012

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INVITATION TO BID

The Town Commission is accepting sealed Bids for the following:

Security Service Contract

All Bids must be received in triplicate at the address below, in the office of the Town Clerk, no later than Monday, January 30, 2012 at 10:00 a.m., at which time all Bids will be publicly opened and read in the Commission Chamber of Town Hall. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The "Clerk's time stamp" shall be conclusive as to the timeliness of receipt. Bid Documents may be obtained at the address below or by calling the Office of the Town Clerk at (561) 881-3311. Bid documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

Bid Documents

Bid documents may be obtained by calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m., Monday–Friday, upon payment of a \$10.00 non-refundable fee, for each bid set.

All Bids should be submitted in triplicate in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

Envelope must be identified as sealed bid # 102-2012 Marina Security Services

The Town reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Michael Pisano
Lake Park Harbor Marina Manager

Publish: Palm Beach Post, Sunday, January 8, 2012

INVITATION TO BID

SUBMIT BID TO:
TOWN OF LAKE PARK
ATTN: TOWN CLERK
535 PARK AVENUE
LAKE PARK, FLORIDA 33403

GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF LAKE PARK. THE TOWN OF LAKE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER'S ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: Marina Security Services

BID NO.: 102-2012

BIDS WILL BE OPENED 10:00 AM (EDST), Monday, January 30, 2012
and may not be withdrawn during the 90 calendar days following such date and time.

TOWN AGENT:
Michael Pisano 561-881-3353

BIDDER'S CERTIFICATION

I certify that this Bid acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 13 inclusive of the Invitation to Bid as well as any special instructions if applicable.

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO: (_____)_____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER:_____

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term “Bidder” means one who submits a Bid directly to TOWN, as distinct from a sub-bidder who submits a Bid to the Bidder. The term “Successful Bidder” means the most responsible and responsive Bidder to whom TOWN (on the basis of TOWN’S evaluation as hereinafter provided) makes an award. The term “TOWN” refers to the TOWN OF LAKE PARK, a municipal corporation of the State of Florida. The term “Bid Documents” includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. TOWN, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the TOWN, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to TOWN, or who is deemed responsible or unreliable by the TOWN.

3.2 As part of the Bid evaluation process, TOWN may conduct a background investigation including a record check by the Palm Beach Sheriff’s Office. Bidder’s submission of a Bid constitutes acknowledgment of the process and consent to such investigation. TOWN shall be the sole judge in determining Bidder’s qualifications.

4. EXAMINATION OF BID DOCUMENTS

4.1 Before submitting a Bid, each Bidder must (a) examine the Bid 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 commodities and/or services; (c) study and carefully correlate Bidder’s observations with the Bid Documents, and (d) notify TOWN’S Clerk of all conflicts, errors and discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder, that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SPECIFICATIONS

5.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

5.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

5.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his Bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the TOWN. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to Bid standards.

6. INTERPRETATIONS AND ADDENDA

6.1 To ensure fair consideration for all Bidders, TOWN prohibits communication to or with any department, officer or employee during the submission process except as provided in Paragraph 6.2 below.

6.2 If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Town Clerk, to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the TOWN in response to such questions will be issued in the form of written addenda, mailed to all parties recorded by TOWN as having received the Bid documents. The issuance of a written addendum by the TOWN shall be the only official method whereby such an interpretation or clarification will be made.

7. PRICES BID

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

7.2 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.

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

7.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the Contract.

7.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the Bid will be firm for acceptance for a period of ninety (90) calendar days from the date of Bid opening unless otherwise stated by the TOWN.

7.6 The Bid price shall include all permit fees, 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 designed location within the TOWN OF LAKE PARK.

8. OCCUPATIONAL HEALTH & SAFETY

8.1 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 Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

8.1.1 The chemical name and the common name of the toxic substance.

8.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.

8.1.3 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.

8.1.4 The emergency procedure for spills, fire, disposal and first aid.

8.1.5 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.

8.1.6 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.

9. SUBMISSION OF BIDS

9.1 Bids shall be submitted at or before the time and at the place indicated in the Invitation to Bid and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior "BID FOR SECURITY SERVICES, TOWN OF LAKE PARK MARINA, BID # 102-2012 OPEN ON January 30, 2012 and shall state the name and address of the Bidder and shall be accompanied by any other required documents. No responsibility will attach to the TOWN for the premature opening of a Bid not properly addressed and identified.

9.2 Bids must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

9.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

9.4 All Bids received from Bidders in response to the Invitation to Bid will become the property of the TOWN and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.

9.5 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

10. BID FORMS

10.1 The Bid Form is included with the Bid Documents and must be used by the Bidder. Failure to do so may cause the Bid to be rejected. The forms must be submitted in good order and all blanks must be completed.

10.2 The Bid must be signed by a representative of the bidder duly authorized to do so and in cases where the Bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Bid.

10.3 Bids by corporations must be submitted in the full corporate name of the bidder and executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

10.4 Bids by partnerships must be executed in the partnership name of the bidder and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 Copies of Bidder's State of Florida Licenses and Certificate of Incorporation, or if a foreign corporation a copy of documentation showing registration as a foreign corporation authorized to do business in the State of Florida.

10.6 A current Certificate of Status issued by the State of Florida showing that the Bidder is a legal for-profit business entity (e.g., corporation, partnership, limited liability company, etc.) duly registered to do business in the State of Florida at the time of submittal of the bid.

10.7 A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the Bidder, copies of all current professional and business licenses, current certifications of insurance coverage, three (3) letters of professional references, and a list and description of similar projects that were satisfactorily completed by Bidder within the past five (5) years (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify Bidder's performance). Bidder shall also provide any other information deemed pertinent by the Bidder relating to its particular qualifications to perform the Project work. Bidder shall also show its capability to meet the time and budget requirements of the Town taking into consideration and including the current and projected workload of the Bidder.

10.8 Organizational charts, to include a staffing plan which identifies key personnel to be assigned to the Project, including the length of tenure of such personnel with the Bidder.

10.9 No proposal shall be accepted from, nor will any contract be awarded to, any person or entity who is in arrears to the Town upon any debt or contract or who is a defaulter as a surety or otherwise upon any obligation to the Town.

10.10 Statement regarding recent, current and anticipated future workload of the Bidder, including an assessment of the effect of same upon Project work.

10.11 Physical address of Bidder's principal business office and any and all satellite offices.

11 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with TOWN and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of TOWN by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid but the intended correct Bid is not similarly evident, then Bidder may withdraw its Bid and the Bid Security will be returned.

12. REJECTION OF BIDS

12.1 TOWN reserves the right to reject any and all Bids, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

12.2 TOWN reserves the right to reject the Bid of any Bidder if TOWN believes that it would not be in the best interest of TOWN to make an award to that Bidder.

12.3 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.4 The foregoing reasons for rejection of Bids are not intended to be exhaustive.

13. OPENING OF BIDS

13.1 Bids will be opened publicly on the date and at the location and time specified in the Invitation to Bid. Bids will be read aloud and an abstract of the amount of the base Bids will be made available after the opening of the Bid.

14. BIDS TO REMAIN OPEN

14.1 All Bids shall remain open for ninety (90) calendar days after the day of the Bid opening, but TOWN may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

14.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual written agreement between the TOWN, the successful Bidder and the surety, if any, for the successful Bidder.

15. AWARD OF CONTRACT

15.1 If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base Bid whose evaluation by TOWN indicates to TOWN that the award will be in the best interests of the TOWN and not necessarily to the lowest Bidder.

15.2 Criteria utilized by TOWN for determining the most responsible and responsive Bidder includes, but is not limited to the following: (a) Ability of Bidder to meet published specifications. (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder. (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required. (d) Whether Bidder can perform the Contract promptly or within the time specified without delay or interference. (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the commodities or services. (f) Price.

15.3 If applicable, the Bidder to whom award is made shall execute a written Contract prior to award by the TOWN Commission. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the Contract may be awarded to the next lowest Bidder who is responsible and responsive in the opinion of the TOWN.

16. OPEN-END CONTRACT

16.1 No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end Contract. Estimated quantities will be used for Bid comparison purposes only. The TOWN reserves the right to issue purchase orders as and when required, or, issues a blanket purchase order for individual agencies and release partial quantities or any combination of the proceeding.

16.2 ORDERING: The TOWN reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a shorter period than the delivery time specified in the Contract, and if the seller is unable to comply therewith, the TOWN reserves the right to obtain such delivery from others without penalty or prejudice to the Town or to the Bidder.

16.3 CONTRACT PERIOD: The initial Contract period shall start with the expiration date of the previous Contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The TOWN may renew this Contract for two (2) one (1) year periods subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the TOWN. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a “special condition” hereto.

17. INSURANCE

17.1 The insurance requirements contained in this Bid represent the minimal protection necessary for the TOWN as determined by the TOWN Manager. The successful Bidder shall be required to provide proper proof of insurance to the TOWN Manager prior to award. No award will be recommended until a written determination is made by TOWN Manager that the proof of insurance submitted by the Bidder is acceptable from a risk management perspective. Further modification of the requirements may be made at the sole discretion of the TOWN if circumstances warrant.

18. TAXES

18.1 The successful Bidder shall pay all applicable sales, consumer use and other similar taxes required by law.

19. AUDIT RIGHTS

19.1 The TOWN reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) year after completion and acceptance by the TOWN. If required by the TOWN, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The successful Bidder shall allow the TOWN to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

20. CONFLICT OF INTEREST

20.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches or affiliate companies.

21. NON-COLLUSIVE AFFIDAVIT

21.1 Each Bidder shall complete the Non-Collusive Affidavit and must include it with the Bid Form and shall submit this Form with the Bid. Failure of the Bidder to submit these documents may be cause for rejection of the Bid.

22. SUMMARY OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

22.1 The following is a summary of documents, copies of which must be included in the Bid documents, which are to be completed and submitted by Bidders:

- (a) Bidder's Certification
 - Certificate(s) of Insurance
 - State of Florida License - Copy
- (b) Bid Form
 - Signed
 - Certified Resolution or other duly executed document evidencing authority to sign on behalf of the Bidder.
- (c) References
- (d) Drug Free Workplace Certification
- (e) Anti-kickback Affidavit
- (f) Non-Collusive Affidavit
- (g) Certification of Non-Segregated Facilities, if required by the Special Conditions
- (h) Sworn Statement on Public Entity Crimes
- (i) Experience Form(s)
- (j) Proof of Financial Stability
 - Statement of Financial Stability
 - Most Recent Financial Report
 - Last Three Years of Certified
 - Financial Letter(s) of Reference
- (k) Civil Litigation Form
- (l) Criminal Litigation Form
- (m) Bid Security, if required by the Special Conditions

23. DRUG FREE WORKPLACE PROGRAMS

Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Town for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

STANDARD TERMS AND CONDITIONS

DEFINITION OF TERMS

Addenda - Written and graphic documents issued prior to the receipt of Bids to modify or interpret the Bid Documents.

Bid Documents - Include the "Public Notice of Invitation to Bid", "General Information and Instructions for Bidders", "Standard Terms and Conditions", "Bid Forms", "Drug Free Workplace", "Agreement", "Specifications", and any Addenda issued prior to receipt of Bids.

Bidder – A contractor or vendor who responds to this bid search.

Change Order – When a Purchase Order serves as a contract defining the terms and conditions of the procurement of a service, a Change Order shall be considered a request for revision in one or more of the criterion of the Purchase Order. When a signed Contract serves to define the terms and conditions for the procurement of a service, a Change Order shall be considered a written order to the Contractor signed by the Town, after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time.

Contract – The entire and integrated agreement between the Contractor and the Town, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

Contractor - Any person having a Contract with the Town.

Lump Sum Bid Price - The amount stated on the "Bid Forms" for which the Bidder offers to provide a service as described in the Bidding Documents.

Specification – The written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.

Unit Price Bid - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the Bidding Documents.

Work – Construction and services required by the Contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

CONTRACTUAL AGREEMENT

The Invitation to Bid shall be included and incorporated in the final Contract. The order of Contract precedence will be the Contract (purchase order), Bid document and response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

COOPERATIVE PURCHASING AGREEMENT

Contractor agrees that its acceptance of the terms and conditions of this Invitation to Bid also constitutes a Bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as specified in this Bid, should vendor deem it in the best interest of its business to do so.

FAMILIARITY WITH LAWS

The Contractor is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Contract. The failure to be familiar with applicable laws will in no way relieve the Contractor from responsibility.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, 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 36 months from the date of being placed on the convicted vendor list.

Vendors doing business with the Town are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

PERFORMANCE

Successful Bidder will be responsible for advising Town staff of any delay in scheduled service.

The Town reserves the right to utilize outside services when necessary from other sources should the successful Bidder be unable to supply services on a timely basis.

Contractor warrants to the Town 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 Contract.

EEO STATEMENT

The Town is committed to assuring equal opportunity in the award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age and sex.

LICENSES AND PERMITS AND CERTIFICATION

It shall be the responsibility of the Contractor to obtain, at no additional cost to the Town, any and all licenses and permits required to complete this Contractual service.

Bidder must hold all applicable licenses issued by the State of Florida and/or Palm Beach County.

A Business Tax Receipt or Business Registration Receipt, obtained from the Town of Lake Park, shall be required of the following:

- (a) Any person maintaining a permanent business location or branch office within the Town of Lake Park.

(b) Or, any company doing work within the municipal boundaries of the Town of Lake Park.

Applications and fee schedules may be obtained from the Town of Lake Park, Community Development Office, 535 Park Avenue, Lake Park, Florida 33403. Call the Community Development Department at 561-881-3318 for assistance and additional information.

A copy of these licenses and registration shall be submitted with the Bid and must be in the name of the Bidder shown on the Bid submittal. The Lake Park Business Tax Receipt or Business Registration Receipt may be obtained after bid submittal upon award of bid.

SUBCONTRACTING/SUBCONTRACTOR LIST

Bidder shall submit a list of the names of the subcontractors and major material suppliers proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Schedule of Subcontractor/Material Supplier Participation" included in this Bid document. The Town reserves the right to accept or reject any or all Bids wherein a subcontractor is named and to make the award to the Bidder who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town.

Prior to award of Contract, the Town will notify the Bidder in writing if there is an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity without an increase in the Bid price. If the Bidder declines to make any substitution, the Contract shall not be awarded to such Bidder. This shall not constitute grounds for the Bidders sacrifice of his Bid Security.

No Bidder shall be required to employ any Subcontractor or major material supplier against whom he has reasonable objection.

NON-APPROPRIATIONS

The obligations of the Town to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Town, at its sole discretion, shall have the right to reject all Bids.

TRADE, BRAND NAMES

The Town may require specific brand/manufacturer items on a "NO SUBSTITUTE" basis because operational conditions of the Town have found these items, by usage and experience to be the most durable, suitable, and acceptable.

FEDERAL AND STATE TAX

The Town is exempt from Federal and State Taxes for tangible personal property. The Finance Director will sign an exemption certificate submitted by the Contractor. Vendors or contractors doing business with the Town shall generally not be authorized to use the Town's Tax Exemption Number in securing such materials, unless otherwise agreed to by the Town in writing.

PAYMENT

All invoices should make reference to the purchase order number authorizing the service. All services are subject to inspection. Services that do not meet Specifications will be rejected. A properly completed invoice must be submitted containing at a minimum:

- (a) Purchase Order Number and/or Contract Number.
- (b) Bidder or Contractor's Name.
- (c) Bidder or Contractor's Taxpayer Identification Number.
- (d) Itemization of Services invoiced at the prices stipulated at the time the order was placed.
- (e) Any discounts or deductions, as applicable.

After submission of a properly completed invoice, payment will only be made after acceptance of all services invoiced. For large contracts requiring periodic services and involving sizable amounts of money, separate invoices may be submitted for each contracted service if arrangements are made at the time of initial Contract or purchase order.

All properly completed and addressed invoices will be paid generally within 30 days from receipt of invoice for services accepted and received. No interest penalty, other than required by law, shall be applicable unless accepted in writing prior to purchase by the Town.

The Contractor's "BID" shall serve as a Schedule of Values fixing a "UNIT BID PRICE" to various portions of the work. Payment, based on the Schedule of Values, shall be withheld for any portion of the work, which has been scheduled but not completed and accepted.

ACCEPTANCE

Delivery of service to the Town does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the service meets Contract Specifications and conditions. Should the delivered service differ in any respect from Specifications, payment will be withheld until such time as the Contractor takes necessary corrective action.

TRANSFER PROHIBITED

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Town .

CHANGE ORDERS

All Change Orders, additions to, or deletions from the Specifications shall only be by written order. The Contractor shall not change, alter, or delete in any manner, from the Specifications without prior approval by the Town.

CANCELLATION

The Town may terminate this Contract for default if the Contractor has been found to have failed to provide the service in a "manner satisfactory". A "manner satisfactory" includes, but is not limited to: Failure to supply exact services specified within the required service periods, providing sub-standard services, and/or the inability to maintain Bid prices for the term of the Contract. The Town may further terminate this Contract if the Contractor fails to comply with any other provisions of the Contract. In such cases, the Contract shall be terminated in the following manner: The Contractor will be notified, in writing, of the nature of their failure to perform and time certain for correcting the failure will be specified. Unless the failure is corrected, the Contractor shall be found in default and the Contract shall be subject to immediate cancellation. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract Price for service provided and accepted in accordance with the Specifications, terms and conditions set forth in the Contract.

The Town may terminate this Contract when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period. The Contractor shall be entitled to reimbursement for the reasonable value of any non-recurring cost incurred but not advertised in the price of the service delivered under the Contract or otherwise recoverable.

In the event that the successful Bidder violates any of the provisions of the Contract, the Town may serve written notice upon such Bidder of its intention to terminate the Contract. The liability of the Bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any shall be forfeited.

CONTRACT TIME

The Agreement shall be for a term of one (1) year from date of award, unless extended by the Town in writing.

Any Contract may be renewed for only two (2) additional terms of one (1) year. Contract renewal shall only be exercised upon mutual written agreement with all original terms, conditions and prices adhered to with no deviations.

LITIGATION

The Contract shall be governed by the laws of the State of Florida as they are now and hereinafter in force. Jurisdiction and venue of any litigation arising out of the Contract shall be exclusively in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and Specifications attached hereto, which vary from these general conditions, shall have precedence.

SELECTION PROCESS

Bids received by submittal deadline will be reviewed by the Town Clerk's Office to determine if each Bidder has submitted the required information and met all mandatory requirements. Those Bid(s) found to be non-responsive shall be rejected from further consideration.

PRE-COMMENCEMENT MEETING

A pre-commencement meeting shall be held prior to the start of this contract. The Contractor shall offer the plan for providing optimum security coverage for Lake Park Harbor Marina and related grounds. The scope of responsibility and authority of the guard shall be reviewed. The incident reporting system shall be determined. The Contractor shall immediately notify the Town of Lake Park of any deviation from the agreed upon security plan.

PREPARATION EXPENSE

Neither the Town nor its representatives will be liable for any expenses incurred in connection with the preparation of any Bid.

PRICE

All Bids must be submitted on the attached "Bid Submittal" pages. Please note price per each area as specified. Prices shall remain firm for the Contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold the price firm through the entire Contract term shall be grounds for Contract termination.

The Town reserves the right to purchase on the open market should lower market prices prevail, at which time the successful Bidder shall have the option of meeting the lower price or relieving the Town of any obligation previously understood.

INDEMNIFICATION

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful or negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE REQUIRED

Contractor shall provide, pay for, and maintain in force at all times during the contract and any extensions thereof, such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Business Automobile Liability, as will assure to Town of Lake Park the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. The Comprehensive General Liability and Business Automobile Liability policies shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this article.

Such policy or policies shall be issued by an insurance company authorized to do business in the State of Florida and be written by a resident agent licensed by The State of Florida. Contractor shall specifically protect Town of Lake Park by naming Town of Lake Park as an additional named insured under the Comprehensive General Liability Insurance and Business Automobile Liability policies hereinafter described. A current Certificate of Insurance meeting these requirements shall be evidence of the required coverage.

Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) Each Accident, Five Hundred Thousand Dollars (\$500,000.00) Aggregate Disease, and One Hundred Thousand Dollars (\$100,000.00) Disease Each Employee.

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence single limit for Personal Injury Liability, Bodily Injury Liability and Property Damage Liability and a minimum limit of Two Million Dollars (\$2,000,000.00) policy aggregate. The policy shall not contain exclusions for explosion, collapse, or underground (X, C, U) hazards. All policies shall be written on an occurrence basis where available. The required limits may be met by the issuance of an excess or umbrella coverage policy so long as the Town of Lake Park is named as an additional insured on such policies. Coverage shall include:

- (a) Premises/Operations Liability on an occurrence basis.
- (b) Independent contractors.
- (c) Product and Completed Operations Liability on an occurrence basis.
- (d) Broad Form Property Damage
- (e) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- (f) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) 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

Non-owned and hired vehicles

Notice of Cancellation, Expiration and/or Restriction: The policies must be endorsed to provide Town of Lake Park with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction of coverage.

Contractor shall furnish to the Town Clerk, Certificate(s) of Insurance evidencing the insurance coverage's required herein prior to final award by the Town Commission. Such certificate(s) shall reference this agreement. The certificate holder shall be the Town of Lake Park to the attention of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403. Town of Lake Park reserves the right to require a certified copy of such policies upon request. All certificates shall state that Town of Lake Park shall be given thirty (30) days prior written notice of cancellation and/or expiration.

The official title of the Owner is "Town of Lake Park". This official title shall be used in all insurance, or other legal documentation. Town of Lake Park is to be included as "Additional Named Insured" with respect to liability arising out of operations performed for Town of Lake Park by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

SPECIFICATIONS FOR Security Service Contract

GENERAL

The Town will appoint a representative to determine if the services are being performed in accordance with the Contract requirements. The Town's representative will judge the acceptability of the services and have the authority to disapprove or reject any services judged to be inadequate or if a fine/penalty is to be imposed.

During the contract period, the Contractor will abide by the following procedures:

- (a) Contractor shall appoint a representative to serve as liaison between Contractor and the Town's representative.
- (b) Contractor shall present to the Town's representative, two (2) weeks prior to beginning of a work week the names of personnel assigned to do the work for approval.
- (c) The Town's representative shall be notified by the Contractor each time there is to be a personnel change.
- (d) Contractor shall patrol and utilize the "night watchman system" as provided and directed by the Town's representative.
- (e) Contractor shall provide the Town's representative with a legible logical log of daily activities and incident reports after completion of each shift. All logs and incident reports shall be written or typed in standard English and shall be completely legible.
- (f) Contractor shall provide all supervision, labor, tools, vehicles, and equipment to complete all services

1. Overview

Lake Park Harbor Marina ("Marina") is a public facility owned by the Town of Lake Park. The Marina provides water access to Marina tenants, local residents and visitors. This access is made available through the leasing of 103 slips and the availability of two public boat ramps with trailer parking.

2. Contractor Requirements

Provide all management, supervision, labor, materials, vehicles and equipment necessary to provide full building and site security services as described herein for the Lake Park Harbor Marina, including, but not limited to, the following tasks and duties:

a. Licensure

Contractor and all agents and employees must be licensed by the Florida Department of Agriculture and Consumer Services, Division of Licensing as required by Florida Statute Chapter 493. Contractor shall provide all application information on new hires, allowing sufficient time for the Town of Lake Park's approval prior to any individual performing any duties under this contract.

b. Security

- Contractor shall provide one (1) on-site, uniformed security guard personnel at the Lake Park Harbor Marina during all times the marina is closed to the public (after hour's operation). The Lake Park Harbor Marina after hours of operation is 10:00PM to 6:00AM Monday through Sunday. The Town of Lake Park reserves the right to add other possible locations and to change the required hours of service during the term of the Contract.
- Services may also occasionally be requested for special events. The Town's representative shall make notification of any non-scheduled work assignments to the Contractor at least (48) forty hours before the start of such assignment.

c. Safety/Training

- The Contractor is responsible for instructing all of its employees in certified safety measures, first aid, CPR, portable deliberator operation, and general emergency procedures. In the event of a confrontation with members of the public, no force is allowed. No weapons are to be carried or used by security guards while on duty. Self-defense is allowed to avoid injury until assistance from local, designated enforcement personnel arrives on site. Each incident will be fully documented in writing by the Contractor and reviewed on a case by case basis by the Town.
- The Contractor will provide, and all employees will receive, training in the following areas: General duties, patrol procedures, communication, safety, legal issues, and emergency procedures (fire, medical, disasters, etc.)

d. Emergencies

The Contractor shall instruct its employees to call the appropriate Town/County/State emergency personnel, and/or designated Lake Park personnel for unusual situations such as trespassing, vandalism, vessel and building burglary and invasion, loitering, criminal mischief, intruders, fire, vessel sinking, etc.

e. Uniforms/Equipment

The Contractor shall provide the following items for security service:

- Complete uniforms for personnel that present a professional image. The uniforms will be of consistent color, appearance and in good condition. The uniform will be only worn when the security officer is on official duty or in transit between residence and the job site.
- Communication between security officers and Marina management is required. Cell phones will be provided to security officers by the Contractor.
- Use of Town property (including telephones) shall be used for official business in the performance of the Contract only. Town property shall not be used in any manner for personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's agents and employees. The Contractor shall take all reasonable precautions to protect Town property.

f. Required Security Guard Qualifications

Personnel shall be physically fit and professionally mature to perform security guard duties as prescribed. The following requirements are not all inclusive but are to be

used as a minimum guideline for the quality and experience level of the guard required for this contract.

- A minimum of two years of employment as a security guard.
- Ability to deal effectively with all segments of the public; relate to people well and remain professional in all dealings with the public;
- Ability to establish and maintain effective working relationships with others;
- Experienced and professionally mature enough to make accurate observations;
- Ability to recognize dangerous or potentially dangerous situations;
- Ability to respond calmly and appropriately in an emergency situation and determine a proper course of action;
- Ability to comprehend written and oral instructions and produce legible and logical reports in a written format;
- Ability to work without close supervision and to make independent, logical, professionally mature decisions;
- Ability to pass background investigation. The Town of Lake Park reserves the right to review the history(s) of each security officer assigned to insure that the background investigation has been conducted satisfactorily
- A certification that the company has a drug free workplace policy.

g. Enforcement

- All security services performed and equipment provided shall be subject to review and inspection by the Town. The Town reserves the right to inspect ongoing security during any 24-hour period.
- The Town shall retain the right to determine whether an adequate level of security is being maintained. Services found to be incomplete or not accomplished as required will be reported to the contractor for appropriate action. Failure to effect appropriate corrective action in timely manner is sufficient cause for contract termination.
- The Town has the authority to point out deficiencies in service and require corrective action including but not limited to additional training or reassignment of personnel. Inspections will be documented and copies of the findings will be provided to the Contractor for corrective action.

h. Compliance Failure/Penalty System

- Fines will be assessed for the following violations and infractions of duty. Town staff will notify contractor in writing of any violations. The amount of such fines assessed shall be deducted from the next subsequent invoice. Security personnel violations and fines per occurrence are as follows:
 - a. Sleeping on duty..... up to \$200.00
 - b. Failing to follow post orders. up to \$200.00
 - c. Abandoning post..... up to \$300.00
 - d. Failing to complete incident report.. up to \$100.00
 - e. Improper/soiled uniform..... up to \$100.00
 - f. Late for duty..... up to \$200.00
 - g. Failure to show-up for duty..... up to \$300.00
 - h. Incomplete background investigation up to \$300.00
 - i. Untrained guard assigned to post..... up to \$300.00

For each repeat violation of the same offense within the Contract term, the fine for the violation shall be \$500.00.

i. Post-Award review

- Prior to performance commencing under the Contract, the Lake Park Harbor Marina Agent and the Contractor shall make an on-site in-depth review of the contract requirements to include, but not limited to the following:
 - a. Policy and specific procedures for responding to emergency alarms, natural disasters, HAZMAT, and medical emergencies at the marina.
 - b. Floor plans and area maps of the facilities showing alarm systems, utility cut-offs valves and switches and special instructions pertaining to security controls.
 - c. Requirements for Contract security guard eligibility such as training requirements, prior approval requirements and uniform codes.
 - d. Patrol requirements and procedures.

BID FORM

Billing Rate
To Town
(\$/hour)

Marina Guard

_____ Straight time
_____ Overtime/Holiday
_____ Estimated Annual Billing

Special Event Guard

_____ Straight time
_____ Overtime/Holiday

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Social Security Number (OR) Taxpayer Identification Number: _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer Identification Number: _____

State Under Which Corporation Was Chartered: _____
(If a foreign corporation, the date the corporation was authorize to do business in the State of Florida)

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Bidder acknowledges the receipt of Addenda No.'s _____

The following individuals are the designated contacts assigned to the Town:

VENDOR SERVICE REPRESENTATIVE (REGULAR WORK HOURS):

Name: _____

Address: _____

Telephone :(____) _____

VENDOR SERVICE REPRESENTATIVE (AFTER WORK HOURS, WEEKEND & HOLIDAYS):

Name: _____

Address: _____

Telephone :(____) _____

REFERENCES

As specified in the Standard Terms and Conditions of this Bid Document, Bidders are to present the details of a minimum of three (3) references of work performed that is similar to the services outlined in this bid document. (Additional references may be submitted on a separate sheet)

COMPANY NAME AND CONTACT NAME	ADDRESS CITY, STATE, ZIP PHONE & FAX NUMBER
1.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
2.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
3.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:
4.	
	Date(s) Service Provided _____ to _____
	PHONE:
	FAX:

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Bidder's Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
_____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Bid #: _____ Bid Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park or, Public Officer as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 2012 by
_____, who is personally known to me or who has produced _____
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

NON-COLLUSION AFFIDAVIT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that: _____

(1) He/she is _____ of _____, the Bidder that has submitted a proposal to perform work for the following: _____

Bid #: _____ Bid Name: _____

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Lake Park or any person interested in the proposed Contract: and;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2012 by _____, who is personally known to me or who has produced _____ as identification.

SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

My Commission #: _____

Expires on: _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Company Name and Address:

Signature

Name and Title

Date

SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

My Commission #: _____

Expires on: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to **TOWN OF LAKE PARK**

(print name of public entity)

by _____

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

2. Whose address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a) **Florida Statutes**, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling equipment or income among persons when not for fair market value under an arm’s length agreement shall be prima facie case that one person controls another person. A person knowing enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a “person” as defined in Paragraph 287.133(1)(e) **Florida Statutes**, means any natural person entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person includes those officers, directors, executives, partners, shareholders, members, and agents who are active in the management of an entity.
7. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, and agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
PALM BEACH COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____
2012, by _____ as _____ of
_____, who is personally known to me or has produced
_____ as identification.

SEAL:

Notary Signature: _____

Notary Name _____

EXPERIENCE

(Copy and complete one form for each contract for similar work)

Contract Name: _____

Address: _____

City State Zip Code

Please list three (3) current references directly responsible for overseeing the above contract.

Contact Employee	Job Title	Telephone Number	Fax Number
1.		()	()
2.		()	()
3.		()	()

DATE OF CONTRACT

Contract start date ____/____/____ Contract expiration date ____/____/____
(NOT INCLUDING FUTURE EXTENSIONS)

Does the contract have a renewal or extension option? YES NO

If yes, how long? _____

If yes, has the contract been extended or renewed? YES NO

If yes, how many times? _____

For how long has the contract time been extended _____

Has your company ever requested a rate increase or additional compensation during the term of this contract? YES NO

If yes, please state the reason for the request and if the increase was granted?

Starting Contract Amount _____

Final Contract Amount _____

Financial Stability

Bidder must demonstrate financial stability sufficient for the Pre-Qualification Committee to conclude that the Bidder has the financial ability to service the Town for the term of the Agreement. The Bidder must provide a statement of Bidder's financial stability, including information on current or prior bankruptcy proceedings. Bidder must include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable. Financial reports provided must include, at a minimum, the last three years' balance sheets, income statements and statements of cash flow for the Bidding Entity. Bidders that have less than five years experience must provide applicable statements for each year of operation.

In order to be compliant with this section, Bidders must provide the following:

- 1) A statement of financial stability in the name of the Bidder including information as to current or prior bankruptcy proceedings and information on available Lines of Credit including current and historical outstanding balances.
- 2) A copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if applicable.
- 3) The last three years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow. For those companies with less than five years' experience, Bidders should submit such financial statements for each year of operation.
- 4) A letter from the Bidder's financial institution attesting to the financial stability of the Bidder and that the Bidder has the financial strength and stability to complete the services in accordance with the contract requirements.

(C)

Litigation and Criminal Convictions

The Bidder must provide a summary of all civil litigation the company has been directly or indirectly involved in from November 5, 1997 to the present. This summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome of the case, and the monetary amounts involved. Civil litigation reported under this section shall be limited to that which involves the services covered in this procurement. Litigation related to internal personnel issues, i.e. individual Workers Compensation claims and/or employment related issues need not be reported.

The Bidder must also provide a summary of all criminal convictions and current indictments of the company and/or its officers from November 5, 1992 to the present. The Pre-Qualification Committee may disqualify a Bidder with past convictions when those convictions relate to antitrust violations, fraud, bribery, racketeering, or other similar offenses.

In order to be compliant with this section, Bidders must submit completed Forms C1 and C2 and should provide any supporting documentation the Bidder believes is appropriate to clarify and support the information provided on Forms C1 and C2.

**C-1
Civil Litigation**

Please provide a summary of any and all civil litigation your firm has been involved with since November 1992. Include any and all litigation with Government Entities, customers, and suppliers. Copy this page and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

Litigants:
Brief Description of Case:
Outcome/projected outcome:
Amount of Claim/Monetary Award/Settlement

C-2
Criminal Litigation

Please provide a summary of any and all criminal litigation your firm has been involved with since November 1992. Include any and all criminal convictions and any outstanding indictments. Copy this form and attach additional sheets if necessary.

Please attach any additional information you feel is necessary to clarify and support the information in this form.

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

Defendant:
Charge(s):
Brief Description:
Outcome/Projected Outcome:

TOWN OF LAKE PARK
AND

THIS CONTRACT, made this _____ day of _____, 2012, by and between the Town of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "TOWN", and _____ a Florida Corporation, State of Florida License No. _____; FEID Number _____, hereinafter designated as the "CONTRACTOR".

WITNESSED THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN has previously determined that it is need for the provision of security services at the Lake Park Harbor Marina; and

WHEREAS, the TOWN has solicited and received bids on January 30, 2012, for the required security services; and

WHEREAS, the CONTRACTOR has submitted a Bid in response to the TOWN's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the TOWN has found the CONTRACTOR's Bid to be acceptable and the parties wish to enter into this Contract; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 The Contract shall furnish all labor and equipment, and other necessary items for the performance of the work, and shall perform the required work in accordance with the Contract Documents.

1.2 CONTRACTOR shall obtain a Business Tax Receipt or Business Registration Receipt from the TOWN and Palm Beach County prior to commencing any work under the Contract. The CONTRACTOR must be licensed by the Florida department of Agriculture and consumer Services, Division of Licensing prior to commencing work under the Contract

and must provide the TOWN with a current copy of such license.

1.3 The CONTRACTOR warrants to the TOWN that it has examined the Contract Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Bid for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the Contract. The CONTRACTOR warrants to the TOWN the CONTRACTOR'S Bid was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a bid or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this Contract shall commence upon the issuance of a Purchase Order by the TOWN and shall continue for a period not to exceed one (1) year.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment.

2.3 THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY. No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the TOWN by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this Contract, subject only to such fines, penalties, additions and deductions as are agreed to by the parties in writing shall be: \$_____.

3.2 The aggregate Contract price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 10 of this Contract.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this Contract by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this Contract.

4. CONTRACT DOCUMENTS

The Contract Documents listed below are incorporated herein by reference and shall become a part of this Contract as though physically attached as a part hereof, and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Document and all amendments and addendums thereto.
- b) CONTRACTOR'S Bid 102-2012;
- c) Certificates of Insurance;
- d) Invitation to Bid and Bid Documents

5. SUPERVISION OF THE WORK BY CONTRACTOR

The CONTRACTOR, at all times during performance of the Contract shall maintain a competent superintendent ("Project Manager or Project Supervisor") to act as the CONTRACTOR's agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the TOWN and to execute the orders or directions of the TOWN. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the TOWN before commencing any work.

6. SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES

In addition to the Project Manager, provided for in Paragraph 5 herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, and who is available on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the TOWN for distribution to local law enforcement agencies.

7. PERFORMANCE OF WORK BY THE CONTRACTOR

The CONTRACTOR shall, with his own organization, perform work equivalent to at least 100% of the total amount of the work to be performed under the Contract.

8. INSURANCE REQUIREMENTS

8.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the

number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.

- b. COMPREHENSIVE GENERAL LIABILITY with the minimum limits of \$1,000,000.00, Per Occurrence, for Personal Injury Liability, Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement and a \$2,000,000.00 aggregate limit.
- c. BUSINESS AUTO LIABILITY with minimum limits of \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

8.2 The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACTOR. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

8.3 All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

8.4 The required insurance coverage shall be issued by an insurance company duly 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+ to B+.

8.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

8.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

8.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the Contract by the CONTRACTOR and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

9. INDEMNIFICATION

9.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this Contract, CONTRACTOR'S performance hereof, or any work performed hereunder.

9.2 The CONTRACTOR shall indemnify, defend, and save harmless the TOWN, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the TOWN harmless against all claims involving alleged negligence by the TOWN in failing to adequately ensure the safety of the site or otherwise ensure compliance with the Contract.

9.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the TOWN, 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 Contract.

9.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

9.5 TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

10. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the TOWN for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for TOWN acceptance at the pre-construction conference. The CONTRACTOR

shall not substitute any subcontractor without the prior written consent of the TOWN. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the TOWN.

11. PERMITS AND LICENSES

11.1 The CONTRACTOR shall, without additional expense to the TOWN, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

11.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN without delay.

11.3 The CONTRACTOR 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 TOWN shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

12. WARRANTIES OF CONTRACTOR

12.1 Warranty of Compliance with Laws: The CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.2 Warranty of Solvency: The CONTRACTOR warrants to the TOWN 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 Contract.

12.3 Warranty against Breach: The CONTRACTOR warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

12.4 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the TOWN, and the successors and assigns of the TOWN.

13. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

13.1 The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the TOWN. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

14. TAX EXEMPTION

14.1 The TOWN is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for

payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the TOWN.

14.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this Contract.

15. RECORDS

15.1 The CONTRACTOR shall maintain records and the TOWN shall have inspection and audit rights as follows:

- a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Contract.
- b. Examination of records: the TOWN or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. Cost and pricing data: the CONTRACTOR, by executing this Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN shall make any such adjustment within one (1) year following the termination of this Contract.

16. PUBLIC ACCESS

16.1 The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

17. FORCE MAJEURE

17.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

18. GRATUITIES

18.1 The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this Contract, offered to pay any officer, employee or agent of the TOWN, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the TOWN may terminate this Contract without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

19. GOVERNING LAW AND VENUE

19.1 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

20. CONTRACT AMENDMENTS

20.1 This Contract may be amended only with the prior written approval of the parties.

21. NO WAIVER

21.1 Changes made by the TOWN will not be considered to waive any of the provisions of the Contract, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the TOWN and in accordance with the Contract Documents.

22. NO ASSIGNMENT

22.1 The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the TOWN.

23. ATTORNEY'S FEES

23.1 If either party utilizes legal action, including appeals at all levels, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. COMPLIANCE WITH LAWS

24.1 The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

25. INDEPENDENT CONTRACTOR STATUS

25.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the TOWN. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the

CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The CONTRACTOR is free to provide similar services to others.

26. INTEGRATION

26.1 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

27. TERMINATION FOR CAUSE AND DEFAULT

27.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Contract Documents, the TOWN shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the TOWN within fifteen (15) days of the notice, unless a longer time is specified by the TOWN. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to, the termination of the Contract, in which case, the CONTRACTOR shall be liable for all procurement costs, and any and all damages permitted by law arising from the default and breach of the Contract.

27.2 The TOWN shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this Contract, even if it has been determined that the TOWN is in default.

28. TERMINATION FOR CONVENIENCE OF TOWN

28.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, terminate the Contract for the TOWN'S convenience whenever the TOWN determines that such termination is in the best interest of the TOWN. Where the Contract is terminated for the convenience of the TOWN, the notice of termination must state that the Contract is being terminated for the convenience of the TOWN under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

28.2 In the event that the TOWN terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the TOWN will make payment for completed work based on the following:

28.2.1 Payment shall be based upon a reasonable percentage of the unit price for competed work and as determined by the TOWN.

These payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for work not started. The TOWN will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

28.3 The termination of the Contract or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the Contract or their respective obligations for and concerning any just claims arising out of the work performed.

29. NON-EXCLUSIVITY

29.1 The Award of this Contract shall not impose any obligation on the TOWN to utilize the CONTRACTOR, for all work of this type, which may develop during the Contract period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

30. FUNDING

30.1 In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN.

31. RIGHT TO AUDIT

31.1 The TOWN reserves the right to audit the CONTRACTOR's records as such records relate to the services and the Contract between the TOWN and the CONTRACTOR. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

32. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

32.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

32.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

32.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the Contract, or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, without liability to the TOWN.

33. SAFETY

33.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

34. NOTICE

34.1 All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Lake Park
Lake Park Harbor Marina Agent
105 Lake Shore Drive
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

35. SEVERABILITY

35.1 Should any part, term or provision of this Contract be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE TOWN OF LAKE PARK

By: _____
Vivian Mendez Lemley, Town Clerk

By: _____
James DuBois, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas A. Baird, Town Attorney

CONTRACTOR

By: _____

Its: _____

SWORN TO and subscribed before me this _____ day of _____ 2012.

(Notary Seal)

Notary Public

My Commission Expires: _____