

**CITY OF COOPER CITY**  
**Request for Proposal**

---

**Solid Waste Removal Services**  
**RFP 2023-2-PW**

---

For information, contact the Purchasing Division:

The Purchasing Division  
954-434-4300 Ext. # 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Release Date: Wednesday, August 9, 2023  
Due Date: Friday, September 8, 2023

**TABLE OF CONTENTS**

Request for Proposal..... 1

TABLE OF CONTENTS ..... 2

NOTICE TO BIDDERS/PROPOSERS..... 9

SECTION I – INTRODUCTION AND INFORMATION ..... 10

SECTION II – SOLICITATION SCHEDULE..... 14

SECTION III - GENERAL CONDITIONS..... 15

SECTION IV - SPECIAL CONDITIONS ..... 24

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS ..... 37

    5.1 TECHNICAL PROPOSAL..... 37

    5.1.1 PURPOSE ..... 38

    5.2.1 OPEN MARKET..... 38

    5.2.2 AGREEMENT(S) ..... 38

    5.2.3 COLLECTION FEE ..... 38

        5.2.3.1 Collection Fee ..... 38

    5.3.1 DEFINITIONS ..... 38

        5.3.1.1 Agreement..... 38

        5.3.1.2 Alleys ..... 39

        5.3.1.3 Automated Collection..... 39

        5.3.1.4 Biological Waste..... 39

        5.3.1.5 Biomedical Waste..... 39

        5.3.1.6 Bulk Waste/Trash ..... 39

5.3.1.7 Bulk Yard Waste..... 39

5.3.1.8 Cans and Garbage Cans..... 39

5.3.1.9 Carts ..... 39

5.3.1.10 City ..... 40

5.3.1.11 City Facility ..... 40

5.3.1.12 Collection and Collect ..... 40

5.3.1.13 Collection Service..... 40

5.3.1.14 Commingled..... 40

5.3.1.15 Construction and Demolition Debris (C&D Waste) ..... 40

5.3.1.16 Commercial Service Unit..... 41

5.3.1.17 Contractor..... 41

5.3.1.18 Contract Administrator..... 41

5.3.1.19 Compactor ..... 41

5.3.1.20 Container ..... 41

5.3.1.21 Curbside ..... 41

5.3.1.22 Designated Facility ..... 41

5.3.1.23 Dumpster..... 41

5.3.1.24 Enclosure..... 41

5.3.1.25 Extra Pick-Ups ..... 42

5.3.1.26 Franchise Fee ..... 42

5.3.1.27 Garbage ..... 42

5.3.1.28 Hazardous Waste ..... 42

5.3.1.29 Incident..... 42

5.3.1.30 Multi-Family Service Unit..... 42

5.3.1.31 Recovered Materials or Recyclable Material and Recyclables..... 42

5.3.1.32 Recycling Bin ..... 42

5.3.1.33 Recycling Cart..... 43

5.3.1.34 Residential Service Units..... 43

5.3.1.35 Roll-off..... 43

5.3.1.36 Rubbish ..... 43

5.3.1.37 Single Stream..... 43

5.3.1.38 Special Events ..... 43

5.3.1.39 Solid Waste..... 43

- 5.3.1.40 Source Separated..... 43
- 5.3.1.41 Special Pick-up Service..... 44
- 5.3.1.42 State ..... 44
- 5.3.1.43 Ton ..... 44
- 5.3.1.44 Unacceptable Waste..... 44
- 5.3.1.45 White Goods ..... 44
- 5.3.1.46 Yard Waste ..... 44
- 5.3.2 GENERAL COLLECTION REQUIREMENTS ..... 45
  - 5.3.2.1 Hours of Operation ..... 45
  - 5.3.2.2 Service Standards ..... 45
  - 5.3.2.3 Special Disability Pull Out Service for Residential Waste & Recycling ..... 45
  - 5.3.2.4 Materials in Unapproved Containers & Customer Education ..... 46
  - 5.3.2.5 Temporary Street Closures for Residential Services Units..... 46
  - 5.3.2.6 Exclusive Routes & Route Restructuring..... 46
  - 5.3.2.7 Holidays – Christmas Day ..... 46
  - 5.3.2.8 Sufficient Inventory of Containers..... 47
- 5.3.3 COLLECTION OF HOUSEHOLD GARBAGE FROM RESIDENTIAL SERVICE UNITS 47
  - 5.3.3.1 Frequency - Pickups Twice Per Week ..... 47
  - 5.3.3.2 Containers ..... 47
  - 5.3.3.3 Communities without Automated Pick-Up Services..... 48
  - 5.3.3.4 Cardboard Boxes for City Sponsored Events ..... 48
- 5.3.4 COLLECTION OF RECYCLABLES FROM RESIDENTIAL SERVICE UNITS49
  - 5.3.4.1 Recyclable Materials to be collected..... 49
  - 5.3.4.2 Frequency - Pickups Once Per Week..... 49
  - 5.3.4.3 Containers ..... 49
  - 5.3.4.4 Communities without Automated Pick-Up Services..... 50
  - 5.3.4.5 Trucks ..... 50
  - 5.3.4.6 Materials Recovery Facility and Title to Recyclable Materials ..... 50
  - 5.3.4.7 Prohibition of Mixing Separated Recyclables with Garbage ..... 50
- 5.3.5 COLLECTION OF BULK AND YARD TRASH FROM RESIDENTIAL SERVICE UNITS 50
  - 5.3.5.1 Bulk – Waste/Trash ..... 50

- 5.3.5.2 Bulk – Yard Waste ..... 50
- 5.3.5.3 Limit of 6 Cubic Yards per Bulk Pickup for Residential Service Units ..... 51
- 5.3.5.4 Frequency - Pickups Once Per Month ..... 51
- 5.3.7 COLLECTION SERVICES FROM COMMERCIAL SERVICE UNITS ..... 51
  - 5.3.7.1 Commercial Solid Waste Collection Service ..... 51
    - 5.3.7.1.1 Exclusivity Enforcement ..... 52
  - 5.3.7.2 Frequency - Minimum Once or Twice per Week ..... 52
  - 5.3.7.3 Holidays and Extra Pickups ..... 52
  - 5.3.7.4 Quantity, Size & Frequency of Containers & Collections..... 52
  - 5.3.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters ..... 53
  - 5.3.7.6 Special Collection for Major Community Events..... 53
- 5.3.8 CITY FACILITIES ..... 53
  - 5.3.8.1 No Cost to the City ..... 53
  - 5.3.8.2 Containers ..... 53
  - 5.3.8.3 Frequency ..... 53
  - 5.3.8.4 Emergencies ..... 53
  - 5.3.8.5 Locations ..... 53
- 5.3.9 DISASTER / SUSPENSION OF COLLECTION SERVICES ..... 54
- 5.3.10 DISPOSAL LOCATION ..... 54
  - 5.3.10.1 Disposal Facility ..... 54
  - 5.3.10.2 Current Disposal Agreement..... 54
  - 5.3.10. Tare Weight ..... 54
  - 5.3.10.5 Potential Changes to the Disposal Facility and Location ..... 54
- 5.3.11 COLLECTION CONTAINERS ..... 55
  - 5.3.11.1 Ownership of Residential Garbage and Recycling Carts..... 55
  - 5.3.11.2 Ownership of Residential Garbage Cans and Recycling Bins..... 55
  - 5.3.11.4 New/Replacement Containers for Residential Service Units ..... 55
  - 5.3.11.5 Smaller Sized Carts ..... 55
  - 5.3.11.6 Additional Carts ..... 56
  - 5.3.11.7 Removal/Covering of Contractors Logo on Residential Containers ..... 56
  - 5.3.11.8 Inspection & Replacement of Containers Prior to the Start of the Contract ..... 56
  - 5.3.11.9 Repairs & Replacement of Containers ..... 56
- 5.3.12 TRUCKS ..... 56

- 5.3.12.1 Age of Fleet Requirement..... 56
- 5.3.12.2 Residential Solid Waste and Recycling Collection Trucks ..... 57
- 5.3.12.3 Appearance ..... 57
  - 5.3.12.3.1 Schedule for Cleaning and Painting Trucks ..... 57
- 5.3.12.4 Covers for Non-Packer Trash Trucks..... 57
- 5.3.12.5 Overloaded Trucks & Spillage..... 57
- 5.3.12.6 Spillage of Hydraulic Fluids..... 58
- 5.3.12.7 Communication Technology / Radio Transceiver ..... 58
- 5.3.12.8 GPS, PTO and Camera Monitoring Technology..... 58
- 5.3.12.9 Weight Monitoring Technology..... 59
- 5.3.12.10 Prohibition on Impeding Traffic..... 59
- 5.3.13 CONTRACTOR’S PERSONNEL ..... 60
  - 5.3.13.1 Contractor’s Representative ..... 60
  - 5.3.13.2 Route Supervisor(s) ..... 60
  - 5.3.13.3 Operation Supervisor(s) ..... 61
  - 5.3.13.4 Hiring of City Residents and Qualified Personnel ..... 61
  - 5.3.13.5 Employee Uniforms & Safety Equipment/Supplies ..... 61
  - 5.3.13.6 Employee Training..... 61
    - 5.3.13.6.1 Customer Service Training..... 61
    - 5.3.13.6.2 Route and Performance Standards Training ..... 62
    - 5.3.13.6.3 Operating and Safety Training..... 62
    - 5.3.13.6.4 Training Plan & Manuals..... 62
  - 5.3.13.7 Prohibition against Soliciting and Gratuities..... 62
  - 5.3.13.8 City’s right to have Contractor Remove Employees..... 62
- 5.3.14 USE OF SUBCONTRACTORS ..... 62
- 5.3.15 PROPERTY DAMAGE ..... 63
  - 5.3.15.1 Damages to Private Property ..... 63
  - 5.3.15.2 Damages to City Property..... 63
- 5.3.16 ADMINISTRATIVE CHARGES ..... 63
  - 5.3.16.1 Notice of Non-Compliance ..... 63
  - 5.3.16.2 Missed Collections \$100/household/day ..... 64
  - 5.3.16.3 Failure to Provide Containers \$100/day/household & \$250/day/commercial account..... 64
  - 5.3.16.4 Failure to Clean Spillage \$250/incident/day..... 64

- 5.3.16.7 Failure to Repair Damage \$250/incident/day ..... 64
- 5.3.16.9 Failure to Maintain Clean & Sanitary Trucks \$100/incident/day ..... 64
- 5.3.16.10 Failure to Maintain Licenses \$100/incident/day ..... 65
- 5.3.16.11 Failure to access the Remote Monitoring System \$100/truck/day ..... 65
- 5.3.16.12 Collections outside of Approved Operating Hours \$100/incident/day..... 65
- 5.3.17 CUSTOMER SERVICE ..... 65
  - 5.3.17.1 Office Staff and Hours for Complaint Handling..... 65
  - 5.3.17.2 Customer Service Program..... 66
  - 5.3.17.3 Customer Satisfaction Surveys ..... 66
- 5.3.18 EDUCATION SERVICES..... 66
  - 5.3.18.1 Annual Solid Waste Notice ..... 66
  - 5.3.18.2 Public Awareness Program..... 66
- 5.3.19 MONTHLY RECORDS AND REPORTING ..... 66
  - 5.3.19.1 Monthly Tonnage Reports, with Customers Served & Weight Tickets ..... 66
  - 5.3.19.2 Complaints and Resolutions ..... 67
  - 5.3.19.3 Collection Locations and New Containers ..... 67
  - 5.3.19.4 Staffing Reports..... 67
  - 5.3.19.5 Report Timeline and Formatting ..... 67
- 5.3.20 ADMINISTRATIVE FEE – 3.0% ..... 67
- 5.3.21 FRANCHISE FEE – 10% ..... 67
- 5.3.22 TRANSITION ..... 68
- 5.3.23 TERM OF CONTRACT/FRANCHISE AND PRICE ADJUSTMENTS ..... 68
  - 5.3.23.1 Contract Length and Renewal Option ..... 68
  - 1.3.23.2 CPI Adjustment to the Collection Component and to HHW Rates..... 68
  - 5.3.23.3 Changes to the Tipping Fee..... 68
  - 5.3.23.4 Post Contractual Obligations..... 68
- 5.3.24 QUARTERLY PERFORMANCE REPORT CARDS & REVIEWS..... 69
- 5.3.25 TERMINATION ..... 69
  - 5.3.25.1 Default by Contractor ..... 69
  - 5.3.25.2 City Termination ..... 69
- 5.3.28 CUSTOMER BILLING ..... 71
- 5.3.29 DISCLAIMER ..... 72
- 5.3.30 CONTRACTOR’S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE .. 72

SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES ..... 74

SECTION VII - PROPOSAL REQUIREMENTS ..... 77

PROPOSAL FORMS ..... 83



## NOTICE TO BIDDERS/PROPOSERS

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Friday, September 8, 2023, from qualified contractors capable of providing Solid Waste Removal Services. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

### Solid Waste Removal Services RFP 2023-2-PW

The detailed Request for Proposal (RFP) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

**Proposals must be received in the City Clerk’s Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00 PM (EST), Friday, September 8, 2023.** The outside of the envelope or box must be clearly marked “**RFP 2023-2-PW, Solid Waste Removal Services**” and shall contain one (1) identified, unbound original, two (2) copies, and one (1) electronic copy (flash drive) of your bid/proposal.

A **MANDATORY** pre-bid meeting will be held at 10:00 AM, **Friday, August 25, 2023**, at 9090 SW 50th Place, Cooper City, Florida 33328.

For questions and/or requests for information about this solicitation, please contact [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City’s professional staff including, but not limited to, the City Manager, Staff, and any member of the City’s selection or evaluation committee. The Cone of Silence excludes the City’s Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City’s Purchasing Division.

CITY OF COOPER CITY  
City Clerk’s Office

Please publish one (1) time on:

Wednesday, August 9, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, FL 33328  
[TAllen@CooperCity.gov](mailto:TAllen@CooperCity.gov)

**SECTION I – INTRODUCTION AND INFORMATION**

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

**1.1 PURPOSE**

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Solid Waste Removal Services as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

**1.2 DUE DATE & SUBMITTALS**

**1.2.1** All bids are due no later than 3:00 PM (EST), Friday, September 8, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

**1.2.3** The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

**1.3 PRE-PROPOSAL MEETING – MANDATORY**

A **MANDATORY** pre-bid meeting will be held at 10:00 AM, **Friday, August 25, 2023**, at 9090 SW 50th Place, Cooper City, Florida 33328.

**1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

**1.5 CONTRACT TERM**

**1.5.1** The contract shall be for an initial period of seven (7) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional seven (7) year term under the same terms and conditions, if mutually agreed in writing by both parties.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

**1.6 SUPPLY/DELIVERY LOCATION**

All work performed under this agreement will be ordered by and delivered to the City of Cooper City, either remotely or in-person.

**1.7 PRICE**

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

**1.8 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled without penalty by the City upon giving thirty (30) days written notice to the Contractor.

**1.9 METHOD OF AWARD**

**1.9.1** The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

Refer to Section VI – Consideration for Award / Award Procedures that outline the evaluation criteria and award procedures.

**1.9.2** Bidder must provide a cost proposal listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted “BID IS FOR SPECIFIED QUANTITY ONLY.” All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.9.5** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the “City Commission”) at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder’s Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.7** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

**1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. The Successful Proposer shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

**1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

**1.12 WRITTEN CONTRACT**

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**

**SECTION II – SOLICITATION SCHEDULE**

Item	Date
Request for Proposal Issued and Advertised	Wednesday, August 9, 2023
<b>MANDATORY</b> Pre-Bid Meeting (10:00 AM EST at 9090 SW 50th Place, Cooper City, Florida 33328)	Friday, August 25, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, August 31, 2023
<b>PROPOSAL DUE (Prior to 3:00PM EST)</b>	Friday, September 8, 2023
Review of Proposals & Selection of Candidates for Presentations	Week of September 11, 2023 Through Week of September 18, 2023
Presentations & Final Ranking	Week of September 25, 2023 Through Week of October 9, 2023
Recommendation of Award/Agenda Item Request	Tuesday, October 17, 2023
Anticipated Award of Contract by City Commission	Tuesday, October 24, 2023

\*\*\* Schedule subject to change \*\*\*

[END OF SECTION]

**SECTION III - GENERAL CONDITIONS**

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

**3.0 SPECIAL CONDITIONS**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**3.1 BID/PROPOSAL TABULATIONS**

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

**3.2 NO BID/PROPOSAL**

If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

**3.3 BILLING INSTRUCTIONS**

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov).

**3.4 TAXES**

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

**3.5 EQUIVALENTS**

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her Bid/Proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid/Proposal Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID/PROPOSAL. NO BID/PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid/Proposal shall be considered as a Bid/Proposal in complete compliance with the specifications as listed on the attached form.

**3.6 MISTAKES**

Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

**3.7 CONDITIONS AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this Bid/Proposal shall be latest and most current production model at the time of this Bid/Proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid/Proposal shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

**3.9 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

**3.10 CANCELLATION**

In the event that any of the provisions of this Bid/Proposal are violated by the Awarded Vendor, the Purchasing Division shall give written notice to the Awarded Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

**3.11 PROTESTS, APPEALS AND DISPUTES**

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

**3.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this Bid/Proposal solicitation, the prices quoted by the Proposer on the Bid/Proposal Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

**3.13 COMPLETE PROJECT REQUIRED**

The Successful Proposer shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work



shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

**3.14 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid/Proposal, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of Bid/Proposal(s).

**3.15 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the Bid/Proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

**3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

**3.17 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**3.18 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

**3.19 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**3.20 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

**3.21 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**3.22 DEFAULT**

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

**3.23 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their Bid/Proposal once awarded. Any substitute shipments shall be returned at the Bidder/proposer expense.

**3.24 PROPOSER'S FACILITIES**

The City reserves the right to conduct site visits to Proposer's business location(s) at any time with prior notice and/or may request that Proposer participate in live presentations. The selection of a Successful Proposer may be based wholly or in part upon the results of site visits or live presentations.

**3.25 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bid/Proposals; re-advertise this Bid/Proposal; postpone or cancel at any time this Bid/Proposal process; or, waive any formalities of or irregularities in the bidding process. Bid/Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all Bid/Proposals are analyzed, organizations submitting Bid/Proposals that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid/Proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid/Proposal constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid/Proposal satisfies the criteria established in this Bid/Proposal. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this Bid/Proposal or otherwise.

**3.26 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

**3.27 DEMONSTRATION OF COMPETENCY**

**3.27.1** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.27.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.27.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder/proposer Bid may render the Bid/Proposal non-responsive.

**3.27.4** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer’s record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer’s performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

**3.28 ASSIGNMENT**

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

**3.29 INDEMNIFICATION**

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

**3.30 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

**3.31 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Proposer acknowledges that the materials submitted with the Bid/Proposal and the results of the City evaluation are open to public inspection upon proper request. The Successful Proposer should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

**3.32 FORCE MAJEURE**

The performance of any act by the City or the Successful Proposer hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Successful Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid/Proposal.

**3.33 COLLUSION**

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.33.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.33.2** Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.33.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

**3.33.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.33.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

**3.34 CONE OF SILENCE**

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
  - i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
  
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
  
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
  - ii. Oral presentations before selection or evaluation committees;
  - iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

**3.35 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

**3.36 SPOT MARKET PRICING - N/A**

**3.37 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event that such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**3.38 TERMINATION FOR DEFAULT**

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

**3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

Proposers are directed to refer to Section 5.3.25 within the solicitation for details pertaining to Termination.

**3.40 TERMINATION FOR LACK OF FUNDING**

The resulting agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of Cooper City in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

**3.41 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**3.42 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

**3.43 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

**3.44 AUDITS**

The City shall have access to all books, records, and documents of the Successful Proposer which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Successful Proposer or at some location mutually agreed upon by the City and the Successful Proposer.

**3.45 PUBLIC RECORDS:**

- a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer’s possession or control in connection with Successful Proposer’s performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- f. Successful Proposer’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK  
 CITY OF COOPER CITY  
 9090 SW 50 PLACE  
 COOPER CITY, FL 33328  
 954-434-4300 x #291

[PRR@coopercity.gov](mailto:PRR@coopercity.gov)

**3.46 SCRUTINIZED COMPANIES**

Successful Proposer certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Successful Proposer agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**3.47 E-VERIFY**

- a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer (“Contractor”), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**3.48 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a Bid/Proposal made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

[END OF SECTION]

**SECTION IV - SPECIAL CONDITIONS**

**4.1 GENERAL CONDITIONS**

The General Conditions shown above (Section III) are modified as follows.

**4.2 TIME OF COMPLETION**

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

**4.3 INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the Successful Proposer shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Successful Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Successful Proposer or any person the Successful Proposer has designated in the completion of the contract as a result of his or her Bid/Proposal.

The Successful Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Successful Proposer, or its employees, agents, servants, partners principals or subcontractor. The Successful Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Successful Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

Successful Proposer shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Successful Proposer allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City with notice of cancellation or the Successful Proposer shall obtain written agreement from its Agent to provide the City with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the



insurance shall terminate and lapse during the period of this Agreement, then in that event, the Successful Proposer shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Successful Proposer shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Successful Proposer shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

**4.3.1 REQUIRED INSURANCE**

**The City of Cooper City must be shown as an additional insured on all policies with the exception of Workers’ Compensation.** The City, its officials, employees, and volunteers are to be covered as an additional insured– with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

**4.3.1.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- 1. Each Occurrence Limit - \$1,000,000
- 2. Fire Damage Limit (Damage to rented premises) - \$100,000
- 3. Personal & Advertising Injury Limit - \$1,000,000
- 4. General Aggregate Limit - \$2,000,000
- 5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**4.3.1.2 Worker’s Compensation and Employers Liability Insurance** covering all employees, and/or volunteers of the Successful Proposer engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Successful Proposer shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Successful Proposer.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Coverage for the Successful Proposer and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.1.3 Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**4.3.1.4 Disposal Coverage**

Should the Contractor designate the disposal site during the term of this contract, Contractor shall furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

**4.3.1.5 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

**4.3.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the City
3. 30-Day Notice of Cancellation or Non-Renewal to the City
4. Successful Proposer's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Successful Proposer shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Successful Proposer pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Successful Proposer and provided proof of such coverage is provided to City. The Successful Proposer and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

**4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder/proposer own policies. Sexual Abuse may not be excluded from any policy.

**4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION**

The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

**4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Awarded Vendor shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Awarded Vendor shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

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

**4.4.3** The Awarded Vendor shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

**4.5 BONDS**

**4.5.1 PERFORMANCE AND PAYMENT BOND - REQUIRED**

All task orders that exceed \$100,000 will require, upon award, a 110% Performance Bond which shall be in the form of a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935;.

If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

**4.5.2 BID/PROPOSAL BOND - REQUIRED**

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the first annual contract value and in the form of a, Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City’s exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

**4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

**4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

**4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor’s personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

**4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**4.11 CONTRACTORS' COSTS**

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

**4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [AccountsPayable@coopercity.gov](mailto:AccountsPayable@coopercity.gov), or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable task order and/or Bid/Proposal number. All invoices must reference the applicable task order and/or Bid/Proposal/Proposal number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

**4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

**4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify his/her Bid/Proposal to more fully meet the needs of the City.

**4.15 BID/PROPOSAL ACKNOWLEDGMENT**

By submitting a Bid/Proposal, the proposer certifies that they has fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

**4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

**4.18 ALTERNATE BIDS/PROPOSAL**

An alternate Bid/Proposal is viewed by the City as a Bid/Proposal describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate Bid/Proposal may also be a second Bid/Proposal submitted by the same proposer which differs in some degree from its basic or prime Bid/Proposal.

Alternate Bid/Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids/proposal submitted.

**4.19 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

**4.20 PROPRIETARY INFORMATION**

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 proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

**4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

**4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

**4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, **OR**;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

**4.24 LIQUIDATED DAMAGES - APPLICABLE FOR THIS SOLICITATION**

Liquidated damages of \$200.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

**4.25 FEDERAL REQUIREMENTS - NOT APPLICABLE FOR THIS SOLICITATION**

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

**4.25.1** CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

**4.25.2** If reimbursement is denied to CITY due to CONTRACTOR's negligence, including failure to comply with this Article, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

**4.25.3** Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 and Appendix II to 2 C.F.R. Part 200 shall prevail.

**4.25.3.1** Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**4.25.3.2 Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**4.25.3.3 Copeland "Anti-Kickback" Act:** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. City must report all suspected or reported violations to the Federal awarding agency.

**4.25.3.4 Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.



3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**4.25.3.5 Clean Air Act:** Pursuant to 42 U.S.C. 7401- 7671q, and the Federal Water Pollution Control Act ( 33 U.S.C. 1251-1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251-1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

*Clean Air Act.*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

*Federal Water Pollution Control Act*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

**4.25.3.6** Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**4.25.3.7** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).Contractors who apply or Bid/Proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**4.25.3.8** Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

**4.25.3.9** Recovered Materials.

- (1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
  - (ii) Meeting Contract performance requirements; or
  - (iii) At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**4.25.3.10** Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

**4.25.3.11** Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

**4.25.3.12** Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**4.25.3.13** No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**4.25.3.14** DHS Seal, Logo, and Flags. The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**4.25.3.15** Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**4.25.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**4.25.3.17** Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (a) As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit CONTRACTOR from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information described in this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONTRACTOR shall report the following information:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within ten (10) business days of submitting the information required in this section: Any further available information

about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

**4.25.3.18 Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**4.25.3.19 Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

**4.25.3.20 License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

[END OF SECTION]

**SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

**5.1 TECHNICAL PROPOSAL**

The Technical Proposal shall provide documentation of the proposed approach to providing the Work and to meeting the requirements of this RFP. Proposers that fail to demonstrate their capability to meet these requirements through supporting documentation as specified herein may be deemed non-responsive. If a prescribed format or required documentation for

the response to information requirements is listed below, Proposers should use said format and supply said documentation to be considered responsive.

**5.1.1 PURPOSE**

The City of Cooper City is seeking proposals from qualified firms, hereinafter referred to as the Contractor(s), to perform solid waste collections and disposal services for residential and commercial locations within the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Collection services shall include automated collection of residential garbage carts, automated collection of residential recycling carts, multi-family garbage and commercial garbage and recycling commodities, bulk trash collection and white goods, and industrial service roll off containers.

**5.2.1 OPEN MARKET**

Commercial recycling services will be open market and will not be part of this exclusive agreement:

**5.2.2 AGREEMENT(S)**

The City intends to establish agreement(s) to conduct:

- Residential Regular Solid Waste
- Residential Recycling
- Residential Bulk Waste
  - The City may elect to have the Bulk Yard Waste collected on separate pickups from the General Bulk Waste, in lieu of having Bulk Yard Waste mixed with General Bulk Waste.
- For Commercial Service Units and Multi-Family Service Units

**5.2.3 COLLECTION FEE**

**5.2.3.1 Collection Fee**

In addition, the form includes a section for the proposers to submit their Collection Fee, for the different services and categories, among other line items.

**5.3.1 DEFINITIONS**

As used in this Scope of work and the Agreement, the following terms shall have the meanings as set forth in this Section. The words "shall," "will," and "must" are always mandatory and not merely discretionary. The word "may" indicate something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future, and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

**5.3.1.1 Agreement**

**Agreement** shall mean the written Agreement entered into between the City and the Contractor for the provision of Collection Services and any written amendment thereto as agreed upon by the City and the Contractor.

**5.3.1.2 Alleys**

**Alleys** shall mean a narrow street or passageway between or behind homes/houses or buildings.

**5.3.1.3 Automated Collection**

**Automated Collection** shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

**5.3.1.4 Biological Waste**

**Biological waste** means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

**5.3.1.5 Biomedical Waste**

**Biomedical waste** means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.

**5.3.1.6 Bulk Waste/Trash**

**Bulk Waste/trash** shall mean large, discarded items including, but not limited to, discarded White Goods, toilets, pool heaters, sheet metal, bedding, furniture, yard waste and other similar items.

Bulk generated by a contractor remodeling, repairing, or installing equipment at a residential home should be disposed of by the contractor performing the remodeling/repair work. In the event that the bulk waste is left for curbside pickup, it shall be considered unacceptable waste and will not be removed by City's contracted hauler.

**5.3.1.7 Bulk Yard Waste**

**Bulk Yard Waste** shall mean large accumulations shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature.

**5.3.1.8 Cans and Garbage Cans**

**Cans and Garbage Cans** shall mean a City approved plastic can of a type commonly sold as garbage cans of a capacity not more than ninety-six (96) gallons in size.

**5.3.1.9 Carts**

**Carts** shall mean a container with an attached tight-fitting lid of up to, approximately, ninety-six (96) gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection truck. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

**5.3.1.10 City**

**City** shall mean the City of Cooper City, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

**5.3.1.11 City Facility**

**City Facility** shall mean a City owned location designated for service under this agreement.

**5.3.1.12 Collection and Collect**

**Collection and Collect** shall mean the act of picking up Solid Waste, Yard Waste, Recyclables, or Bulk Waste and delivering it to a Designated Facility.

**5.3.1.13 Collection Service**

**Collection Service** shall mean the Collection of Solid Waste, Yard Waste, Recyclables, Bulk Waste, and delivery to the Designated Facility by the Contractor.

**5.3.1.14 Commingled**

**Commingled** refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together.

**5.3.1.15 Construction and Demolition Debris (C&D Waste)**

**Construction and Demolition Debris (C&D Waste)** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- (c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles,



- wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
  - (d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

**5.3.1.16 Commercial Service Unit**

**Commercial Service Unit** shall mean all units other than Residential Service Units, Multi-family Service Units, or City Facilities. Commercial Service Units includes apartment complexes. The City reserves the right to designate establishments as Commercial Service Units under this Agreement.

**5.3.1.17 Contractor**

**Contractor** shall mean that person or entity that has entered into this agreement to provide the services described herein.

**5.3.1.18 Contract Administrator**

**Contract Administrator** means the City of Cooper City Manager or his/her designee.

**5.3.1.19 Compactor**

**Compactor** shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator.

**5.3.1.20 Container**

**Container** shall mean Cart, Can, Compactor, Dumpster, and Roll-off.

**5.3.1.21 Curbside**

**Curbside** shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

**5.3.1.22 Designated Facility**

**Designated Facility** shall mean the disposal and recycling facilities designated by the City for receiving Solid Waste, Yard Waste, Bulk Waste, or Recyclable Materials under this Agreement.

**5.3.1.23 Dumpster**

**Dumpster** shall mean any container excluding compactors with a tight-fitting lid and minimum of one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

**5.3.1.24 Enclosure**

**Enclosure** shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

**5.3.1.25 Extra Pick-Ups**

**Extra pick-ups** shall mean collection of services provided by contractor on a day other than the scheduled collection days or extra loads other than usual collection.

**5.3.1.26 Franchise Fee**

**Franchise Fee** shall mean the charge for the Contractor's use of present and future streets, alleys, bridges, easements, and other public places in the City.

**5.3.1.27 Garbage**

**Garbage** shall mean kitchen and table refuse, all general combustible waste, such as paper and rags, paperboard boxes, and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of food such as: meats, fish, fowl, game, fruits and vegetables.

**5.3.1.28 Hazardous Waste**

**Hazardous waste** means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

**5.3.1.29 Incident**

**Incident** shall mean one event (e.g., if the Contractor misses collection of waste from two (2) residences, it will count as two incidents).

**5.3.1.30 Multi-Family Service Unit**

**Multi-family Service Unit** shall mean condominium residential units typically receiving Collection Service by Dumpsters or Compactors. Multi-Family Service Units **do not** include apartment complexes. The City reserves the right to designate Multi-family Service Units.

**5.3.1.31 Recovered Materials or Recyclable Material and Recyclables**

**Recovered Materials or Recyclable Material and Recyclables** shall mean metal, paper, glass, or plastic materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

**5.3.1.32 Recycling Bin**

**Recycling Bin** shall mean a City approved plastic bin of a type commonly sold as recycling bins of a capacity not more than ninety-six (96) gallons in size.

**5.3.1.33 Recycling Cart**

**Recycling Cart** shall mean a receptacle with wheels with a capacity of up to, approximately, ninety-six (96) gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

**5.3.1.34 Residential Service Units**

**Residential Service Units** shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set out of Solid Waste.

**5.3.1.35 Roll-off**

**Roll-off** shall mean any container, excluding compactors and dumpsters with a capacity of greater than 8 cubic yards which is normally loaded onto a truck and transported to a disposal facility approved by the contract administrator.

**5.3.1.36 Rubbish**

**Rubbish** shall mean any accumulation of useless material other than garbage, yard waste, or Unacceptable Waste.

**5.3.1.37 Single Stream**

**Single Stream** shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

**5.3.1.38 Special Events**

**Special Events** shall mean events sponsored or co-sponsored by City.

**5.3.1.39 Solid Waste**

**Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials are not solid waste.

**5.3.1.40 Source Separated**

**Source Separated** shall mean that the Recyclable Materials (Recovered Material) are separated from Solid Waste at the location where the Recyclable Materials and Solid Waste are generated. The term does not require that various types of Recyclable Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recyclable Materials.

Materials are not considered Source Separated when two or more types of Recyclable Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated **and when such materials contain more than 10 percent Solid Waste by volume or weight.**

For purposes of this Agreement, the term "various types of Recyclable Materials" means metals, paper, glass, plastic, textiles, and rubber.

**5.3.1.41 Special Pick-up Service**

**Special Pick-up Service** shall mean Collection Services provided by Contractor other than the scheduled services.

**5.3.1.42 State**

**State** shall mean the State of Florida.

**5.3.1.43 Ton**

**Ton** shall mean a unit of weight equal to 2,000 pounds.

**5.3.1.44 Unacceptable Waste**

**Unacceptable Waste** shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

**5.3.1.45 White Goods**

**White Goods** shall include discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances. White Goods shall include non-freon containing appliances.

For disposal of refrigerators, the compressor (which contains hazardous waste materials) located at the rear of the unit and all doors, must be removed for safety prior to pick-up. Household appliances containing freon gas (air conditioning units, refrigerators) will be picked up at normal bulk pick-up times only if the unit is certified and documented to have been professionally purged of freon gas. Units not certified and documented as being purged of freon gas will not be picked up.

**5.3.1.46 Yard Waste**

**Yard Waste** shall mean include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs, vegetative matter resulting from landscaping maintenance, and other items of a similar nature. Yard Waste materials, such as branches and trimmings, should not exceed four (4) inches in diameter or six (6) feet in length All yard waste must be "clean" (Free of other waste). Driver shall inspect the container for contamination before dumping. If the customer has contaminated the cart with materials

other than yard waste or if the customer is using the yard waste cart for garbage, the cart should not be emptied. Contractor shall ensure that the cart is tagged advising why the cart was not serviced and immediately report the address to the City. City shall provide tags to the Contractor for this purpose.

**5.3.2 GENERAL COLLECTION REQUIREMENTS**

**5.3.2.1 Hours of Operation**

The contractor shall make collections between the hours of 7 a.m. and 7 p.m. on Monday through Saturday for Residential Collection Services and Monday through Sunday for Commercial Collection Services unless express written approval is provided by the Contract Coordinator or his/her designee. Such permission does not waive any administrative fees or liquidated damages as outlined in this contract unless explicitly requested by Contractor and approved by City’s Contract Coordinator. Such permission shall be given or denied at the City’s sole discretion

**5.3.2.2 Service Standards**

The successful bidder will provide a level of service equal to or greater than the industry standard for each account.

The work will be done in a sanitary manner. The Contractor’s employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck immediately.

Containers shall be emptied and returned to the customer’s original placement location/designated setout location at each service location with lids on. However, the Contractor shall ensure that no containers are placed in areas where they become obstructions to pedestrians, traffic flow, roadways, or driveways. Containers shall remain upright with lid closed and shall be left in a neat and orderly manner. Containers shall be handled with due care at all times.

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition.

Contractor shall schedule and dispatch sufficient quantities of equipment and labor (to successfully complete the routes each day, within the allotted time period and obtaining desired program results.

Noise and disturbance will be kept to a minimum and Contractor shall comply with any and all applicable rules and laws including § 10-1 “Cooper City Noise Chapter” of the City’s Code of Ordinances.

**5.3.2.3 Special Disability Pull Out Service for Residential Waste & Recycling**

The Contractor will be responsible to provide special pull-out services for customers who are physically/mentally disabled and who have provided required documentation to the City. There are approximately fifteen (15) customers in the City that are unable to place their cart(s) curbside. The contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no additional charge for those residents that are medically unable to bring their garbage cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City. Bulk services are excluded from this requirement.

**5.3.2.4 Materials in Unapproved Containers & Customer Education**

Any materials set out for collection that are not in an approved container will be left at the pick-up location along with instructional materials educating the customer about the City’s solid waste plan and recycling program.

In the event that non-recyclable materials are placed in the recycling cart, the Contractor will leave the materials in the cart along with instructional materials educating the customer about the recyclable materials accepted in the City recycling program and how to prepare those materials.

**5.3.2.5 Temporary Street Closures for Residential Services Units**

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer, including servicing the customer through pedestrian access, if available, to provide no disruption of service to the Residential Service Unit.

The contractor shall not receive additional compensation, or a waiver on collection times and completion, resulting from the streets being inaccessible. The contractor is responsible for determining whether to utilize pedestrian access or return within 24 hours to collect the missed pickups.

**5.3.2.6 Exclusive Routes & Route Restructuring**

The Contractor will be free to establish exclusive routes to achieve the maximum efficiency of operation. Exclusive shall mean that for any route in which the Contractor operates in the City, the Contractor shall not cross over any City boundaries for collection of other material. The Contractor will provide any suggested route restructuring request to the City’s Contract Administrator for approval, prior to implementation. All route changes that were approved by the City’s Contract Administrator, must be communicated to both the City and Subscribers, in writing, thirty days in advance of the effective date. The minimum notification requirement to the Subscribers shall be through a mailer, however in the event that the cart has a sticker or other information on it that conflicts with the new routes and schedules, the contractor shall replace the information on the cart to avoid conflicting information.

**5.3.2.7 Holidays – Christmas Day**

For this contract, the only recognized holiday shall be Christmas Day, annually on December 25, in which the contractor shall not be required to provide collection service to customers. In those instances where the scheduled collection day falls on Christmas Day, the contractor shall conduct the collection service on the next regularly scheduled collection day for the customer. No additional “make up” service will be required. However, since the following scheduled service day will be heavy, the contractor is required to collect extra bags and boxes placed on or around the carts for disposal or recycling. For yard waste, recycling and bulk waste collections, Contractor will provide a make-up day scheduled and approved by the Contract Coordinator. Recycling and bulk collections are currently on a Monday through Friday schedule- make-up day should be Saturday when possible or as otherwise approved by the City.

Holiday (Christmas) trees: For three weeks following Christmas Day, Contractor agrees to collect Christmas trees placed to the curb for disposal. Residents will be required to remove all lights,

ornaments, and other decorations. Quantities collected must be tracked by the Contractor and reported to the City.

**Example:** If the customer’s garbage collection days are Mondays and Thursdays and Monday is Christmas Day, December 25, their next scheduled pick up day would be on Thursday December 28. The customer would place their garbage at the curb on Thursday December 28, their next regularly scheduled collection day after Christmas, and it will be collected.

**5.3.2.8 Sufficient Inventory of Containers**

The Successful Proposer(s) shall be responsible for providing and maintaining a sufficient inventory of Containers (Carts, Cans, Decals, Compactors, Dumpsters, and Roll-offs for Solid Waste and Recycling Services) to ensure that extra or replacement Containers can be provided to customers in accordance with the terms and conditions of the Contract. Contractor is responsible for the storage of City carts at a secure location of their choosing, subject to approval by the City’s Contract Coordinator. Contractor shall provide a monthly inventory of carts to the City no later than the first Monday of each calendar month, unless otherwise agreed upon in writing by the City’s Contract Coordinator. Inventory report shall include:

- A. New Carts by Type and Size
- B. Refurbished Carts by Type and Size
- C. Damaged Carts (no longer useable)

**5.3.3 COLLECTION OF HOUSEHOLD GARBAGE FROM RESIDENTIAL SERVICE UNITS**

**5.3.3.1 Frequency - Pickups Twice Per Week**

Residential Accounts, Garbage Billed: 10,908  
 Apartments 4-Unit Accounts, Garbage Billed: 34  
 Apartments 8-Unit Accounts, Garbage Billed: 2  
 HOA Accounts, Garbage Billed: 2  
 Institutions Accounts, Garbage Billed: 2

The Contractor will be required to pick up, on a twice weekly basis, all garbage, provided it is placed in an approved collection container. The City currently has five (5) multifamily communities that require pickup three (3) time a week. The specific properties are noted below:

1. Baffly Woods
2. Crown Colony
3. Flamingo Lakes Townhomes
4. Camelot Gardens
5. Camelot Lakes

**5.3.3.2 Containers**

The Contractor will provide all households with an industry standard, wheeled, lidded container, green in color and in the approximate size of ninety-six (96)gallons. The container, regardless of size, will be at no cost to the City or customer. The City charges an additional fee to residents wishing to add additional carts for solid waste curbside service. All garbage collection equipment will be maintained in good repair and appearance.

At the commencement of this contract, the Contractor shall replace all the 96-gallon solid waste carts with new 96-gallon carts (including residences receiving additional carts). Approximately 1,000 additional carts would have to be replaced in addition to the 1 cart per residential curbside property. The Contractor shall be responsible for the purchase, assembly, and distribution of the new carts; and the removal and disposal of the old carts. The City shall have final approval over cart specifications, design, branding, and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The Contractor shall be responsible to deliver, repair, remove and replace carts at the customer's location.

Contractor shall include proposed cart specifications in their response to this solicitation. At a minimum, the specification sheet(s) shall address the following:

- A. Manufacturer
- B. Construction material, including post-consumer recycled content
- C. Molding technology
- D. Standards of design (American National Standards Institute- ANSI)
- E. UV Stabilization certificate
- F. Load rating
- G. Design standards for lid, handles, lifting, bottom, wheels, axles and fasteners
- H. Interior and exterior finish surfaces
- I. Color
- J. Volumetric capacity
- K. Identification and marking
- L. Manufacturer's warranty (City prefers 10 years)

Contractor shall be responsible for the repair of carts (excluding body cracks or approved nonrepairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.

The Contractor retains ownership of all containers/carts.

All carts replaced shall be recycled by the Company.

**5.3.3.3 Communities without Automated Pick-Up Services**

There is currently two (2) communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffly Woods Condominium

Residents of this community currently provide their own garbage cans and cans, however the Contractor awarded this contract will be required to provide collection services to these neighborhoods as well.

**5.3.3.4 Cardboard Boxes for City Sponsored Events**



The Contractor shall also be responsible for providing the City with approximately 300 cardboard garbage boxes each year for use at City Sponsored events.

**5.3.4 COLLECTION OF RECYCLABLES FROM RESIDENTIAL SERVICE UNITS**

**5.3.4.1 Recyclable Materials to be collected**

The Contractor shall collect all of the following recyclable materials:

- Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, soda cartons and crushed boxes from items such as cereal, tissues, rice and pasta
- Plastic containers (narrow necks only) such as bottles, milk, water, detergent and shampoo containers
- Glass food and beverage containers, milk/juice cartons and drink boxes
- Aluminum and steel food and beverage containers
- Cardboard from non-food items such as shipping boxes

The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recyclable materials.

**5.3.4.2 Frequency - Pickups Once Per Week**

Recyclable materials generated at the households will be collected curbside once per week.

**5.3.4.3 Containers**

Recyclable materials will be kept separately stored in the container provided by the contractor. The container will be industry standard, wheeled, lidded container, blue in color and in the approximate size of ninety-six (96) gallons and labeled as a recycling container with identification of The City of Cooper City. The City currently utilizes Blue containers for these services.

At the commencement of this contract, the Contractor will replace all the 96-gallon recycling carts with new 96-gallon carts. The Contractor shall be responsible for the purchase, assembly, and distribution of the new carts; and the removal and disposal of the old carts. Town shall have final approval over cart specifications, design, branding, and in-mold labelling. The costs related to the procurement of carts will be borne by the Contractor. All replacement parts shall be procured by the Contractor at the Contractor's sole expense. The Contractor will be responsible to deliver, repair, remove and replace carts at the customer's location.

Contractor shall be responsible for the repair of carts (excluding body cracks or approved nonrepairable damages) prior to returning the cart to inventory. These refurbished carts shall be cleaned and repaired to "like new" condition.

Contractor shall be responsible for the sanitary cleaning of each cart exchanged or removed prior to returning the cart to inventory. Grey water generated by this process shall be managed and disposed of consistent with County and State regulations.

The Contractor retains ownership of all containers/carts.

All carts replaced shall be recycled by the Contractor.

**5.3.4.4 Communities without Automated Pick-Up Services**

There is currently two communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffly Woods Condominium

Residents of these communities currently have their own recycling bins, however the Contractor awarded this contract will be required to provide collection services to these neighborhoods as well. **Front-end load dumpsters or community dumpsters, or all equipment to be provided by contractor.**

**5.3.4.5 Trucks**

Trucks designated for recycling will be identified as recycling trucks with the Contractor’s company logo and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

**5.3.4.6 Materials Recovery Facility and Title to Recyclable Materials**

Title and liability to recyclable materials collected by the Contractor during the provision of collection service shall also remain with the Contractor until such recyclable materials are properly delivered to the Materials Recovery Facility.

All recyclable items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards and requirements.

**5.3.4.7 Prohibition of Mixing Separated Recyclables with Garbage**

The Contractor is prohibited from collecting separated recyclables from a household and mixing them with garbage unless the City grants prior written approval.

**5.3.5 COLLECTION OF BULK AND YARD TRASH FROM RESIDENTIAL SERVICE UNITS**

**5.3.5.1 Bulk – Waste/Trash**

The Contractor will be required to pick up all bulk waste/trash, including large discarded items such as White Goods, toilets, pool heaters, sheet metal, bedding, furniture, and other similar items at the subscribing household from the property adjacent to the street.

**5.3.5.2 Bulk – Yard Waste**

All trucks used for collection of yard waste (shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature) will be either covered or secured so as to prevent yard trimmings from being scattered or spilled. All yard debris collected shall be handled and disposed of in accordance with all Federal, State and local laws, standards, or requirements.

Before processing the yard waste collected from within The City of Cooper City, the Contractor will weigh and record the amount of materials collected.

**5.3.5.3 Limit of 6 Cubic Yards per Bulk Pickup for Residential Service Units**

There will be a limit of 6 cubic yards of bulk waste that may be collected per collection, per residential service unit.

If a residential service unit places too much bulk for pickup or if it is not properly placed, the Contractor shall not pick up the bulk items and shall take a picture of the bulk waste that is left on the property, documenting the address, date and time and shall tag the bulk pile with a notice and notify the City’s Code Enforcement / Compliance Division and Contract Administrator within 24 hours.

**5.3.5.4 Frequency - Pickups Once Per Month**

The Contractor will collect Bulk Waste and Bulk Yard Waste from each subscribing household twice, per month, on a scheduled route basis. The City may designate that one of the monthly pickups will be strictly for Bulk Yard Waste and the other bulk pickup for Bulk Waste.

The City intends for the awarded contractor to conduct bulk pickups on Mondays only. The awarded contractor shall propose a schedule to the City’s Contract Administrator for approval, prior to implementation.

The awarded contractor shall also provide a phone number or an online portal where Residential Service Units can make up to two requests, per calendar year, to exceed the Cubic Yard Limit on a regularly scheduled bulk pick up.

**5.3.7 COLLECTION SERVICES FROM COMMERCIAL SERVICE UNITS**

**5.3.7.1 Commercial Solid Waste Collection Service**

- a. The Company shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll-off(s).
- b. Commercial solid waste shall be collected in individual containers, front-load containers/bins, or compactors. The Company shall retain ownership of the containers, bins or compactors throughout the term of contract and upon its expiration. All containers shall have wheels, lids and the ability to be locked.
- c. Customer and Company shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the City shall make the final determination in advance of the change.
- d. During the term of this Contract, a written service agreement between the Company and the customer; in a format acceptable to the City, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of the Customer, and the name and address of the contact person for the customer in a format as prescribed by the City in advance and a copy shall be filed with the City within five (5) days of execution of the written agreement.
- e. The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the [City of Cooper City Code of Ordinances, Chapter 8](#) unless less frequent service is approved by the Town) shall be mutually agreed upon by the Commercial Service Unit and the Company.

- f. Commercial Service Units generating more Solid Waste than can be stored in three (3) Garbage Carts or generating a large percentage of putrescent waste, as determined by the City and Company, shall be required to use a Container.
- g. The Company shall provide the Container(s) and Roll-off(s) at the approved rental rates.
- h. Containers, Garbage Carts and Roll-offs, shall meet accepted industry standards and be maintained by the Company as necessary to maintain efficient and sanitary services.
- i. The Company shall notify the City if it is deemed necessary to increase service for a customer. The City reserves the right to approve or decline the service change. If the City approves the service change request, the Company shall notify the customer of the increased service frequency and Rate Structure. If the City declines the service change request, the Company shall continue to provide the customer the current level service.
- j. All Containers, Garbage Carts and Roll-offs shall be readily accessible to the Company's crew and vehicles.

**5.3.7.1.1 Exclusivity Enforcement**

The City shall assist Company in enforcing the exclusivity of this Contract. In the event that a Company determines that a commercial establishment has not contracted with the Company for garbage collection or roll-off collection service, as the case may be, Company may notify the City. The City shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the City shall file an appropriate enforcement action.

**5.3.7.2 Frequency - Minimum Once or Twice per Week**

The contractor shall collect a minimum of once per week except for those Commercial Service Units defined as restaurants by Broward County Health for which the minimum service level shall be two times per week, on a scheduled day, all solid waste Carts, Dumpsters, Solid Waste Compactors, and Roll-Off Dumpsters from each commercial services unit in the City.

**5.3.7.3 Holidays and Extra Pickups**

Collection Service scheduled to fall on a holiday may be rescheduled as determined between the customer and the contractor as long as the minimum frequency requirement is met.

The contractor needs to be able to provide extra pickups for commercial accounts as needed. There are holidays and special events where the Contractor would need to have extra services to avoid overflow and garbage debris on the ground.

**5.3.7.4 Quantity, Size & Frequency of Containers & Collections**

The contractor shall determine the number and size of carts, dumpsters and compactors, the frequency of collection and the scheduled day of services and will notify the City and the commercial service units. On a weekly basis, the contractor will notify the City's Contract Administrator and the commercial service units when any changes are made related to the number of size of carts, dumpsters and compactors, the frequency of collection and the schedule day of services. The contractor is responsible for ensuring that the containers are properly sized and scheduled following current health and safety guidelines.

In the event of a dispute concerning service levels, the ultimate determination of the resolution shall rest with the city. The city retains the final authority to make decisions regarding the adequacy of service levels.

**5.3.7.5 Extra Yardage Billing for Overflowing Commercial Dumpsters**

The contractor shall be permitted to bill extra yardage when a commercial dumpster is found to be overflowing on regular service date. If Contractor intends to bill for extra yardage pursuant to this section, Contractor shall take photo of the overage that shall be retained in Contractor’s computer system as a public record. Contractor will supply photo to customer upon request.

**5.3.7.6 Special Collection for Major Community Events**

The City sponsors at least seven (7) major community events located throughout the City each year:

- 1) Founder’s Day
- 2) Light Up Cooper City
- 3) Eat to the Beat (3 events a year)
- 4) Garage Sales (2 events a year)
- 5) Halloween Event
- 6) Touch-A-Truck
- 7) Egg Hunt

The Contractor will be responsible for providing additional collection assistance, collection containers, and disposal services at no cost to the City. The term assistance shall mean bringing and hauling away the collection equipment and coordinating with the Special Event Coordinator on the location of equipment.

**5.3.8 CITY FACILITIES**

**5.3.8.1 No Cost to the City**

The Contractor will provide for the collection of garbage, bulk trash and recyclables at all City facilities at no cost to the City.

**5.3.8.2 Containers**

Contractor provided containers are to be clearly labeled to receive garbage or recyclables. Contractor shall provide and deliver at no cost to the City seven (7) Big Belly Solar Dual Station Units by the commencement of the agreement.

**5.3.8.3 Frequency**

Frequency of service shall be determined between Contract Administrator and Contractor.

**5.3.8.4 Emergencies**

In the event of an emergency, such as severe storms, the Contractor will see an increase in the number of pulls or pickups needed from City Facilities.

**5.3.8.5 Locations**

See **Attachment O** for a list of all city facilities. Contractor understands that the list of City facilities can change and agrees that services are to be provided at all City locations.

**5.3.9 DISASTER / SUSPENSION OF COLLECTION SERVICES**

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a “State of Emergency” or until the Contract Administrator and Contractor agree, in writing, that service shall be suspended due to unsafe conditions, such as wind speeds exceeding 35 miles per hour (mph), excessive flooding in areas, etc. The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible.

**5.3.10 DISPOSAL LOCATION**

**5.3.10.1 Disposal Facility**

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws.

**5.3.10.2 Current Disposal Agreement**

The City currently participates in an Interlocal Agreement with Broward County requiring that all processable solid waste and recycling be disposed at the location listed below:

<b>Facility</b>	<b>Address</b>	<b>Days and Hours</b>
- Win Waste Innovations	(location) 4400 South State Road 7 Ft. Lauderdale, FL 33314	Mon-Fri. 4 a.m.-6 p.m. Sat. 4 a.m.-3 p.m.

**5.3.10.3 Tare Weight**

TARE weights are used by material receiving facilities to calculate the final disposal charge the City pays. These weights need to be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighing each collection truck in & out three times and recording the information on a TARE WEIGHT REPORT. The average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

The current scale to be used for this requirement will be the scale at the City’s current designated disposal site, WIN Facility. In the event that the City’s disposal facilities change their scale or the City changes disposal facilities, the Contractor may be required re-weigh the trucks to re-determine the average TARE Weights for each truck.

**5.3.10.4 Potential Changes to the Disposal Facility and Location**

With the understanding that the City may need to change its Disposal Facility and location, the City wants all potential bidders to be aware of this item. The city reserves the right to direct the waste disposal collection to another location at a point in the future. Location change may be warranted as it relates to the city’s participation in a regional approach to solid waste collection as may be formed related to the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, FL. Proposers should be aware that the City may also select to have multiple disposal facilities, which

may be used for the same or different types of wastes, such as regular solid waste, yard waste, recycling, C&D, etc.

**5.3.11 COLLECTION CONTAINERS**

**5.3.11.1 Ownership of Residential Garbage and Recycling Carts**

The Residential Service Units currently have a green semi-automated wheeled garbage cart for garbage in the approximate size of 96 gallons and a blue semi-automated wheeled cart for recycling in the approximate size of 96 gallons.

A limited number of customers may have more than one wheeled garbage cart.

The awarded Contractor shall assume the responsibility of all existing carts for garbage and recycling at Residential Service Units.

Ownership of Carts (both garbage and recycling) in the possession of a Residential Service Unit at the end of the Contract shall rest with the Contractor.

**5.3.11.2 Ownership of Residential Garbage Cans and Recycling Bins**

There are currently two communities that do not currently have automated pickup service:

- Forest Lake Townhomes
- Baffly Woods Condominium

Residents of these communities currently provide their own garbage cans, and have previously issued recycle bins.

Ownership of these Garbage Cans and Recycling Bins that are in the possession of a Residential Service Unit at the end of the Contract shall rest with the Residential Service Unit.

**5.3.11.4 New/Replacement Containers for Residential Service Units**

The contractor is expected to have containers available for residents in the event a Residential Service Unit reports their cart as damaged or missing/stolen. Upon notification to the contractor by the City or a customer that the Residential Service Unit's Container has been stolen or that it has been damaged beyond repair, the contractor shall deliver a replacement Container to such Residential Service Unit within five (5) Work Days.

**5.3.11.5 Smaller Sized Carts**

The Contractor shall provide Residential Service Units with the option to choose a smaller sized cart.

The current hauler provides the option for carts in the approximate size of 96, 65 and 35 gallons.

The City does not currently have a list of what size cart(s) each Residential Service Unit has at their location.

**5.3.11.6 Additional Carts**

The Residential Service Unit may request up to one (1) additional Garbage Cart..

**5.3.11.7 Removal/Covering of Contractors Logo on Residential Containers**

The current carts have the City logo on one side and may have the current contractor’s logo on the other side. In the event this contract is awarded to a new contractor, the new contractor shall be responsible for affixing a high tack heavy duty vinyl sticker with their contact information and general waste collection rules and guidelines for residents over the current contractor’s logo.

**5.3.11.8 Inspection & Replacement of Containers Prior to the Start of the Contract**

All containers shall be inspected by the Contractor prior to the start of this contract.

Any carts that are damaged or missing must be replaced prior to the start of the contract. It is the contractor’s responsibility to inspect the carts and determine those carts that need to be replaced.

The Contractor will not have to purchase new carts for those Residential Service Units that have a cart that is not damaged or missing.

**5.3.11.9 Repairs & Replacement of Containers**

The contractor shall be responsible for the replacement or repair costs of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment or caused by the Residential Service Unit.

If the Residential Service Unit’s assigned container is stolen, the Residential Service Unit shall file a Police Report and the Contractor shall replace the container at no cost to the City or the Residential Service Unit.

There shall be no limit on the number of times that a container may be replaced at any given Residential Service Unit.

**5.3.12 TRUCKS**

The Successful Proposer shall provide, maintain and have available, at all times, the necessary amount of collection trucks to perform the work as specified herein. The Successful Proposer shall also provide sufficient equipment, in proper operating condition so regular schedules and routes of collection can be maintained. Equipment is to be maintained in a reasonable, safe, working condition.

All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.

**5.3.12.1 Age of Fleet Requirement**

The Successful Proposer shall maintain a reliable and safe collection fleet in good repair. The average age of the collection vehicles in use in the City shall not exceed three (3) years. The City reserves the right to visit and inspect the Contractor’s vehicles and facilities.



The appearance of trucks shall be clean, and without dirt, rust, or grime. Trucks shall be washed on a weekly basis and have a uniform appearance, as approved by the City's Contract Administrator. Collection trucks shall be watertight to a depth of eighteen (18) inches minimum, with solid sides to prevent discharge of accumulated water during load and transport operations.

If one of the new trucks needs to be temporarily taken out of service, a temporary truck must be immediately put into service, however it must be no more than 7 (seven) years old.

**During the course of the contract, including any renewal terms, no truck shall be more than 7 (seven) years old.**

The Successful Proposer shall provide and maintain and have available at all times the necessary amount of collection trucks to perform the work as specified herein.

**5.3.12.2 Residential Solid Waste and Recycling Collection Trucks**

All collection trucks for Residential Solid Waste and Residential Recycling must be capable of handling the requested semi-automated wheeled carts.

**5.3.12.3 Appearance**

Collection trucks shall be painted uniformly in a color which will be approved by the City, with the name of the Successful Proposer and the number of the trucks printed in letters not less than nine (9) inches high, on each side of the truck, and trucks shall be numbered, and a record kept of the truck to which each number is assigned.

No advertising shall be permitted on trucks servicing the City.

The Successful Proposer is required to keep collection trucks and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance.

Trucks are to be washed weekly or more often, if needed.

**5.3.12.3.1 Schedule for Cleaning and Painting Trucks**

The Successful Proposer shall submit for approval by the City a schedule showing the frequency of the cleaning and painting of the trucks, the age, and miles.

**5.3.12.4 Covers for Non-Packer Trash Trucks**

Each non-packer trash truck shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

**5.3.12.5 Overloaded Trucks & Spillage**

Each truck shall have a fork and broom to address spillage. Trucks shall not be overloaded so as to scatter refuse, however, if refuse is scattered from the Successful Proposer's truck for any reasons, it shall be picked up immediately.

The contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way where collection occurs. During hauling, all waste shall be containerized, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of any spillage caused by the contractor, the contractor shall promptly clean up all spillage. Spillage shall be promptly reported to Contractor Administrator. Clean up must be approved by the Contract Administrator.

**5.3.12.6 Spillage of Hydraulic Fluids**

Drivers of trucks which break hydraulic hoses and discharge entering on storm drains shall be acted upon in accordance with the appropriate state and county environmental regulation at contractor's expense. Any discharge on City roads or rights-of-way will be immediately reported to the Contract Administrator, operations stopped, and area thoroughly cleaned placing all cleaning material in truck. A call for a replacement truck or repair of leaking hydraulic hose will be required before proceeding with the scheduled route. All clean ups must be reported immediately to the City of Cooper City Contract Administrator who in turn will coordinate with the City's Public Works Department. The report will include the address(es) of the area the spilled occurred. When, in the opinion of the Contractor, the damaged area is cleaned, the Contractor will contact the City of Cooper City and Public Works Department which will be responsible for approving that the clean-up was satisfactory and accepted.

**5.3.12.7 Communication Technology / Radio Transceiver**

All trucks shall be equipped with operational radio transceiver capable of communicating with the Successful Proposer's dispatch from anywhere within the City.

**5.3.12.8 GPS, PTO and Camera Monitoring Technology**

All trucks shall be equipped with a real-time, cloud based, Global Positioning System (GPS) tracking equipment. The system shall be easily accessible through a remote online web portal without the need to download software onto the end user's computer. The GPS system will be able to track trucks to see where they are at any given time, what speed the trucks are going and in which direction.

The GPS system shall also allow for the playback of data to see where trucks were on previous trips and what time and speed the trucks were going. The system will allow for Custom Geofencing to allow the City and/or Contractor to establish boundaries and receive alerts if trucks leave the City's border or arrive and leave designated areas.

The equipment will also monitor Power-Take-Off (PTO), on applicable trucks, to indicate when auxiliary equipment is being powered by the truck's engine. This can be used to monitor equipment such as a garbage compactor, a dump truck's trailer or body, loaders, booms, etc. This will allow the City and Contractor to see when the equipment is being used and at what precise location and time. Prior to commencement of the Contract, the City shall confirm with the awarded contractor on which trucks will need to have PTO monitoring installed and available.

In addition, trucks shall also be equipped with external Cameras which can be viewed remotely by the City Contract Administrator so that the City can review any potential situations that may occur, including accidents, missed pick up claims, etc.

The City's Contract Administrator shall be given a login access to view the GPS, PTO, and Camera software remotely to see exactly where trucks are located at any time and to review any previous situations.

One potential solution for Proposers to consider is the Samsara system which can provide all of these features in one system, as shown in the examples below:

**City of Fort Lauderdale:**

<https://www.samsara.com/customers/city-of-fort-lauderdale>

**Athens-Clarke County Solid Waste Department:**

<https://www.samsara.com/customers/athens-clarke-county>

**Sprint Waste Services:**

<https://www.samsara.com/customers/sprint-waste-services>

**Cameras:**

<https://www.samsara.com/fleet/dash-cam>

It shall be the Contractor’s responsibility to install, maintain and pay for all required equipment and access to the web portal for any employees of the Contractor or City that will have access to the system.

Proposers shall also demonstrate the ability of the system that they select in their proposal to the City.

**5.3.12.9 Weight Monitoring Technology**

If possible, the City would also like to see real time tracking of the trucks’ weight throughout the course of the route, which will help determine how much waste has been picked up at various locations throughout the City.

**5.3.12.10 Prohibition on Impeding Traffic**

The Successful Proposer’s trucks are not to interfere unduly with vehicular or pedestrian traffic and trucks are not to be left standing on streets unattended except as made necessary by loading operations and shall move with the traffic flow.

15.3.12.11 City reserves the right to request data reports including route hours, route pattern, speed on route and other productivity or service-related information as available including video or photographs as needed.

15.3.12.12 Contractor agrees to provide City with information required to calculate greenhouse gas emissions/savings for annual reporting requirements. This may include but not be limited to mileage, fuel consumed, hours operated, and tons hauled.

15.3.12.13 It shall be the sole responsibility of the Contractor to provide at no cost to the City all essential facilities for storage and maintenance of equipment necessary to perform services required under this contract. Additionally, Contractor shall be responsible for providing adequate office space and telephone/data services to perform under this contract, at no additional cost to the City.

15.3.12.14 Contractor shall provide the City Contract Coordinator or designee, including other authorized City staff and elected officials, reasonable access to Contractor’s facility and equipment when provided written notice at any reasonable time and place.

**5.3.13 CONTRACTOR’S PERSONNEL**

The contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of Collection Services.

**5.3.13.1 Contractor’s Representative**

Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf. Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor’s representative assigned to this contract.

**5.3.13.2 Route Supervisor(s)**

Contractor shall have a minimum of one (1) permanent full time Route Supervisor dedicated to the City. Route Supervisor shall be scheduled to respond Monday through Saturday, 7:00 AM to 7:00 PM. Contractor shall provide relief personnel coverage by qualified personnel when the permanent Route Supervisor is off. Contractor shall provide City with Route Supervisor’s phone number and email address so contact can be made directly when required. Contractor shall conduct a background criminal check on Contractor’s Route Supervisor assigned to this contract. Route Supervisor shall:

- (a) Be equipped with and respond to collection related issues received from City from the field via a laptop computer with wireless internet access card, or with a handheld data device such as a smart phone.
- (b) Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers.
- (c) Be in a company uniform and carry company identification credentials.
- (d) Utilize a company vehicle to respond and meet with customers.
- (e) Participate in asset protection by ensuring all Carts are out of the street, lids closed and are properly being used by customer.
- (f) Be responsible to tag Carts, pull Carts back, and leave informational flyers, on front door or container, to notify customer the reason why the bin or cart was not serviced.
- (g) Be responsible to identify overflowing Containers and contact City to notify City of overflowing Containers.
- (h) Be responsible to respond to complaints on the same day complaint is received up to 7:00 PM. If the complaint is received after 7:00 PM, the Route Supervisor shall respond to the complaint on the following day, including Sundays.
- (i) Replace lost or damaged Carts that need repair or replacement and assist customers by passing out and explaining program information.
- (j) Be required, upon the request of City, to conduct route audits to verify information regarding Carts and Containers per customer.

- (k) Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public.
- (l) Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate Collection Services, solve performance related issues, provide input, and share information, to ensure delivery of quality service.
- (m) Be required, upon the request of City, to attend public meetings, with City, to explain or promote Collection Services.
- (n) Be required, upon the request of City, to perform duties related to Collection Services.

**5.3.13.3 Operation Supervisor(s)**

In addition to the Route Supervisor position(s) in the section above, Contractor shall also assign a qualified Person or Persons to be in charge of its operations within City, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's representatives and key personnel to Contract Administrator. Such records shall be updated as personnel or contact information changes.

**5.3.13.4 Hiring of City Residents and Qualified Personnel**

The Contractor is encouraged to hire City residents to fill vacant positions at all levels, if deemed qualified. Contractor shall conduct a background criminal check on all employees assigned to this contract. In addition, Contractor shall ensure that they hire and maintain qualified personnel to provide Collection Services under this Agreement.

**5.3.13.5 Employee Uniforms & Safety Equipment/Supplies**

All supervisory and Collection employees must be provided safety equipment and supplies prior to and during the performance of their duties. Contractor shall furnish each employee, involved in the performance of this Contract, with a uniform with names, proper identification and a safety vest, shirt or jacket which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms and safety vest, shirt or jacket at all times. All safety equipment and procedures shall meet all federal OSHA, state and local safety requirements. Please note, this does not require for executives to wear the company attire when meeting with the City.

**5.3.13.6 Employee Training**

All employees involved in the performance of this Agreement including office and all Collection personnel, must be provided adequate training before and during their employment with Contractor.

**5.3.13.6.1 Customer Service Training**

All Collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor.

Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

**5.3.13.6.2 Route and Performance Standards Training**

The Contractor shall provide training to familiarize employees with the required duties and standards of performance, specific requirement on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed Collections.

**5.3.13.6.3 Operating and Safety Training**

All temporary and newly hired permanent Collection and Supervisory personnel must receive comprehensive safety and operational training prior to working on the Collection trucks.

Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Collection and supervisory personnel and held not less than once per month.

**5.3.13.6.4 Training Plan & Manuals**

Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

The contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in identifying and handling unacceptable hazardous wastes and worker safety practices, which prevent damage to human health, the environment and private property.

**5.3.13.7 Prohibition against Soliciting and Gratuities**

Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value including promises to return after hours to perform Collection Services or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

**5.3.13.8 City's right to have Contractor Remove Employees**

City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. City reserves the right to request a current employee roster at any time.

**5.3.14 USE OF SUBCONTRACTORS**

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor.

**5.3.15 PROPERTY DAMAGE**

The Contractor shall conduct the work in such a manner as to avoid damage to any utilities, private property and public property. Contractor shall be responsible for all cost associated with repair and replacement of any damages incurred through their operations, and at no additional cost to the City or property owner. Any damages shall be immediately reported to the City’s Contract Administrator. Any such damage must be resolved within a period of three (3) business days.

**5.3.15.1 Damages to Private Property**

Contractor assumes liability for damages to private property such as fences, awnings, trees, etc. during the collection of trash or garbage. Contractor will promptly contact the City reporting any damage to private property and will restore, at the contractors’ expense, to a condition at least equal to which existed immediately prior to infliction of damage within a reasonable period of time. The Contractor shall provide a written report to the City’s Contract Administrator immediately after the repairs have been completed including before and after photographs of damages and repairs.

**5.3.15.2 Damages to City Property**

Contractor will promptly contact the City in the event of any damage to any City property, road, right of way, bridge, or highway caused by the contractor except through normal wear and tear. The City will restore the City property, road, right of way, bridge, or highway at the contractor’s expense to a condition at least equal to that, which existed immediately prior to infliction of damage.

**5.3.16 ADMINISTRATIVE CHARGES**

**Administrative Charges (Penalties)**

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay administrative charges upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor or the Payment and Performance Bond of the Contractor. City reserves the right to deduct such charges from Contractor’s payment if payment is not received within 60 days of issuance of City’s invoice for such charges.

The City Manager, or designee, will oversee assessing of penalties.

**5.3.16.1 Notice of Non-Compliance**

For penalties, a notice of non-compliance will be sent to the Contractor’s designated personnel via email. The Contractor shall have 24 hours, or the time frame specified in the specific sections below, to correct the non-compliance or the fee will begin to accrue until the Contractor has proven compliance, as applicable.

**5.3.16.2 Missed Collections \$100/household/day**

If a collection is missed and the household notifies the City, the City's Contract Administrator will notify the Contractor, via e-mail, who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner.

The Contractor shall make note of any containers that are not at curbside during the regular collection. The liquated damage will not be assessed for noted addresses. Therefore, if a customer sets out a container later, and the address is noted as not set out, the Contractor will not have to collect within 24 hours.

The contractor will be assessed penalties of \$100.00 for each missed household pickup per day that is not resolved within 24 hours in the form of a deduction from the proceeds due from the City.

**5.3.16.3 Failure to Provide Containers \$100/day/household & \$250/day/commercial account**

The Contractor will provide the requested container to each household within three (3) working days of receiving notice from the City. Failure of the contractor to deliver the container within (3) days will result in a penalty of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250) per day/commercial account.

**5.3.16.4 Failure to Clean Spillage \$250/incident/day**

Contractor will be assessed at a penalty of \$250 per incident, per day, for failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day the spillage occurs.

15.3.16.5 Failure to respond to report of hydraulic, oil or liquid/material spill from cart or truck within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4 pm - \$1,000 per occurrence

15.3.16.6 Failure to begin cleaning activities resulting from a hydraulic, oil or liquid/material spill from cart or truck within 6 hours of validated spill - \$1,000 per occurrence

Spilled materials following service resulting in customer complaint - \$25.00 each complaint

**5.3.16.7 Failure to Repair Damage \$250/incident/day**

Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the City contractor will be assessed at a penalty of \$250 per incident per day.

15.3.16.8 Failure to respond to report of property damage within 4 hours with a supervisor on site when received by 4pm or by 9am the following morning when received after 4pm - \$250 per occurrence

**5.3.16.9 Failure to Maintain Clean & Sanitary Trucks \$100/incident/day**



Failure to maintain a collection truck or equipment in a clean and sanitary manner shall result in the imposition of an assessment of one hundred dollars (\$100) per incident per day.

**5.3.16.10 Failure to Maintain Licenses \$100/incident/day**

Failure to have a truck properly licensed or failure of the operator to carry his license while on duty shall resolve in \$100 per incident per day.

**5.3.16.11 Failure to access the Remote Monitoring System \$100/truck/day**

If the Remote Online Web Portal to access the GPS, PTO, Camera, and Weight Monitoring system is not accessible to the City for any of the applicable trucks, or the equipment for any of the trucks is unplugged, not working and/or failing to report data, then the Contractor shall be assessed a penalty of \$100 per truck, per day.

**5.3.16.12 Collections outside of Approved Operating Hours \$100/incident/day**

Pursuant to section 5.3.2.1 “Hours of Operation”, the Contractor shall make collections between the hours of 7 a.m. and 7 p.m. Therefore, any collections made prior to 7 a.m. or after 7 p.m., without prior approval of the Contract Administrator, shall result in a one hundred dollars (\$100) assessment per incident per calendar day.

15.3.16.13 Commingling waste streams (servicing yard waste carts with MSW carts, servicing recycling carts with MSW carts, etc.) while on route - \$2,500 penalty and Contractor responsible for the cost of disposal or recyclable revenues lost, if applicable

15.3.16.14 Failure to maintain scheduled route start and end times (7am to 7pm) - \$500 per violation

15.3.16.15 Failure to maintain required staff, including Customer Service Manager/Liaison, Route Supervisor and back-up Relief Personnel/Route Supervisor - \$500 per day per staff position

15.3.16.16 Failure to provide scheduled reports within 48 hours of request from City - \$100 per day

15.3.16.17 Failure to deliver, exchange, repair or remove cart within five (5) business days following the request being sent to the Contractor - \$100 per request (Documented attempts by Contractor where service cannot be provided resets the five (5) business days).

**5.3.17 CUSTOMER SERVICE**

**5.3.17.1 Office Staff and Hours for Complaint Handling**

The contractor will provide for prompt handling of complaints by maintaining an office staff that will receive, record and handle complaints. Such staff will be available during the hours of 7 a.m. until 7 p.m., Monday through Saturday. During after hours, weekends, and holidays, the Contractor must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The contractor will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding collection service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. All complaints shall be logged in an electronic system and shall be accessible to the City’s Contract Administrator at any time.

Additionally, requests for additional, missing or replacement/removal of garbage and recycle carts should be handled by Contractor.

**5.3.17.2 Customer Service Program**

The contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests. Customer Service Program is to be submitted in your proposal.

**5.3.17.3 Customer Satisfaction Surveys**

The contractor should also provide with their submission any past Customer Satisfaction Surveys that have been administered and qualified by a third party source. The surveys should be based on the citizen and commercial business customer’s satisfaction rather than the government agency itself. Past customer satisfaction surveys are to be limited to Miami-Dade, Broward, and Palm Beach Counties for the previous three years.

**5.3.18 EDUCATION SERVICES**

The Contractor shall provide the following public education services:

**5.3.18.1 Annual Solid Waste Notice**

Each year during the term of this agreement the Contractor shall publish and distribute a notice to the residents regarding the collection service programs for residential customers. The notice shall contain at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the service area indicating the days when collection services will be provided. The notice shall be approved by the City prior to publication. The notice shall be distributed by the contractor no later than March 1st of every year of the agreement or such other extended date as may be mutually agreed upon by the City and the Contractor.

The notice **may** include items such as a magnet for the Residential Service Units, which could describe the day and date of the month on which Bulk Waste Collection Service will be provided.

**5.3.18.2 Public Awareness Program**

Contractor agrees to cooperate in complying with requests of up to forty (40) hours per year from the City to supply a recycling truck and driver at public outreach events, provided that notice of at least five (5) workdays is given. It is understood and agreed that there shall be no charge to the City by contractor for compliance with any requests to provide a demonstration collection truck and driver in response to the City’s request. In the event that the City’s notice for Contractor’s cooperation under this section is less than five (5) workdays, Contractor, at its sole discretion, may agree to provide the requested demonstration truck and driver.

**5.3.19 MONTHLY RECORDS AND REPORTING**

**5.3.19.1 Monthly Tonnage Reports, with Customers Served & Weight Tickets**

Before disposal, all garbage collected from waste generators in the City of Cooper City will be weighed and recorded. The contractor shall keep accurate monthly records of the number of customers served and the monthly tonnage of waste handled and shall provide a monthly report, with invoices and weigh tickets, to the City’s Contract Administrator and Finance Director within ten days of the end of the

month for which the data was collected. The monthly tonnage report shall be broken down by, a minimum of, solid waste for residential service units, commercial service units, bulk (separated by yard waste and other waste, if the City awards the contract with the services being collected separately), recyclables, hazardous household waste, city facilities and city events. The Contractor will maintain, for a period of seven (7) years, copies of weight tickets that are to be made available for City inspection.

**5.3.19.2 Complaints and Resolutions**

For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution.

The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format is to be approved by the City's Contract Administrator prior to the award of the contract.

**5.3.19.3 Collection Locations and New Containers**

Reports should include, but not be limited to such items as new collection locations, collection locations served which do not show on the billing register, locations of new or replacement containers placed by the contractor performing curbside collection.

**5.3.19.4 Staffing Reports**

At the Commencement of the agreement, and every month thereafter, the Contractor shall provide the City with a report on all employees that work for the Contractor and provide services related to this contract. The report shall include employee name, position, date of hire, and the City in which the employee resides.

**5.3.19.5 Report Timeline and Formatting**

The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The final report format will be approved by the Contract Administrator or designee. The city reserves the right to modify the report format and require more or different information throughout the term of the contract. The city reserves the right to terminate the awarded contract upon contractor's repetitive failure to comply with record keeping.

**5.3.20 ADMINISTRATIVE FEE – 3.0% and \$50,000 ADMINISTRATION FEE**

The city shall be responsible for the billing and collection of payments for all residential collection services except for any additional extraordinary services. As such, the city shall retain an Administrative Fee in the amount of 3.0% of all gross revenue received from residential collection services. The aforesaid payment shall be made to the City by City deducting Administrative Fees from the amounts collected by City from the applicable accounts served by Contractor. In addition to this fee, the Contractor shall be required to pay the City an annual contract administration fee of \$50,000 dollars per year to provide municipal oversight and management for the term of this contract. Contractor will pay this annual amount within 30 days of the start date of the contract and every subsequent year thereafter within 30 days of the anniversary date of start of the contract.

**5.3.21 FRANCHISE FEE – 12%**

A franchise fee equal to 12% of the gross revenues, net of disposal charges and franchise fees, billed and collected on both residential and commercial accounts, shall be submitted monthly beginning with the April 2024 billing period. The residential franchise fee of 12% billed and collected by the City shall be retained by the City. The commercial franchise fee of 12% of gross revenues on all commercial accounts, net of disposal charges and franchise fees, billed and collected by the contractor from all commercial customers, shall be submitted to the City monthly beginning with the April 2024 billing period and accompanied by a form clearly showing the tracking of all franchise fees and total gross revenues as it relates to commercial accounts.

**5.3.22 TRANSITION**

The Proposer understands and agrees that one-hundred twenty (120) days (Commencement Date) from the time of the formal agreement signing (Execution Date) is intended to provide the Successful Proposer with sufficient time to, among other things, order equipment and prepare necessary routing changes. The Successful Proposer shall provide all services as set forth in this Solicitation no later than 120 days following formal execution of the agreement (Execution Date), with the exception of supplying the specified trucks. The Contractor will be allowed to utilize substitute trucks for 180 days following the 120-day transition period to provide the specified trucks.

**5.3.23 TERM OF CONTRACT/FRANCHISE AND PRICE ADJUSTMENTS**

**5.3.23.1 Contract Length and Renewal Option**

The City of Cooper City intends to establish a seven (7) year agreement, with one (1) additional seven (7) year renewal term, upon mutual consent, evidenced by a written amendment to the agreement.

The initial term of the contract resulting from this Solicitation shall commence no later than one-hundred eighty days from the execution of the contract and shall remain in effect for approximately a period of seven (7) years, but no longer than seven years, ending on September 30<sup>th</sup>.

**1.3.23.2 CPI Adjustment to the Collection Component**

The rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately two years. After the initial two years of the contract, on the following October 1<sup>st</sup>, and annually thereafter, the collection component of the monthly rate shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero.

**5.3.23.3 Changes to the Tipping Fee**

If the City awards the contract as a “Turnkey” contract, the City will utilize the Waste Generation Factor that the Contractor used in their bid proposal to re-calculate the new Tipping Fees.

If the City awards the contract as a “Collection Only (Disposal Pass Through)” contract, the City will be covering the disposal fees at the Disposal Facility directly and will pay the adjusted rates.

**5.3.23.4 Post Contractual Obligations**

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month to month basis until the City establishes a new contract for services.

**5.3.24 QUARTERLY PERFORMANCE REPORT CARDS & REVIEWS**

The City’s Contract Administrator will complete a Performance Report Card on a quarterly basis, at minimum, to address all areas of the Contractor’s Performance and to document all services that are being performed in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractor(s) so that they can provide a written plan on how to cure and remedy all areas of concerns and the time line in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City’s Contract Administrator and the Contractor from addressing issues as they arise on a day-to-day basis.

**5.3.25 TERMINATION**

**5.3.25.1 Default by Contractor**

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. The City shall be the sole judge of nonperformance.

**5.3.25.2 City Termination**

- (a) In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.
- (b) If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.
- (c) In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City’s sole opinion shall be required for the completion of the Agreement.
- (d) All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall

exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

- (e) If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.
- (f) Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
- (g) The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:
  - 1. Contractor shall abandon as hereinafter defined, the performance of Collection Services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of Collection Service.
  - 2. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.
  - 3. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:
    - i. Contractor fails to pay its debts when they become due;
    - ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
    - iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.
  - 4. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
  - 5. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.

- 6. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

**5.3.27 CONTRACT SCHOLARSHIP**

The contractor, in coordination with the City, will provide the City with \$10,000 annually during the life of the contract for a high school scholarship program, to help support selected graduating high school seniors with their future higher education aspirations.

**5.3.28 CUSTOMER BILLING**

- A. Subject to the conditions and limitations in this agreement the city shall:
  - (i) Submit bills to customer for all the residential services provided by the contractor in the service area; and
  - (ii) Pay the contractor for the fees collected, less franchise and administrative fees assessed, provided the contractor follows the requirements of this agreement.
- B. The City and the Customers shall not have any obligations to pay any fees, charges, cost, or other sum to the contractor unless such payment is explicitly required in this Agreement.
- C. All commercial, multi-family service units, and industrial accounts shall be set up and managed by the contractor. The Contractor shall be responsible for the billing and collection of payments for any Commercial Solid Waste or Commercial Recycling Services. The Contractor shall be responsible for remitting the current franchise fee to the City on a monthly basis.
- D. In all cases, the city shall have sole authority to determine whether in the extent of which the contractor is entitled to payment or services it provided under this agreement.
- E. Neither the Contractor nor its agents, subcontracts, employees or other representatives shall solicit or accept any payment or monetary remunerations from any Customer for the provisions of any service described in this Agreement. If a Customer or other person delivers any money to the Contractor for any service provided in the service area, the Contractor shall forward the money to the Contract Administrator within two (2) Days after the money is received by the Contractor.
- F. The Contractor may not pursue legal remedies to collect funds for nonpayment by a customer to the City. The City, as the billing agent for the solid waste contractor, has the following procedures in place related to the collection of non-payment accounts.

For Residential Service Units – A resident is required to come into the City’s Utility Office and register to receive water, sewer and solid waste service for any residential address. The resident then begins to receive a bill each month that includes charges for water, sewer, and solid waste services. The utility billing for residents shall be conducted on a monthly basis, with invoices generated and distributed to each resident at the end of each billing cycle. The utility billing accounts are divided into two distinct sections: East and West. The charge for

solid waste service is based on the contracted amount included in the City’s solid waste hauler contract. In the event of non-payment, the City completes the following steps:

- (1) The Utility office sends the resident a delinquent notice of late payment and a cut-off date for payment before water and sewer services are turned off.
- (2) If payment of the delinquent portion of the bill is not made, the Utility Office disconnects the water service to the residential address.
- (3) For active accounts (open) the Utility office utilizes the disconnection of water service and the recording on liens as a means for collecting payment on the entire delinquent portion of a residential bill to include solid waste services. The City only places liens on accounts that are in the name of the property owner. The City does not place liens on accounts that are opened by tenants. For inactive accounts (closed) that have a final balance that remains unpaid after 90 days, the Utility Office sends the account to the City’s collection agency. Because of the nature of residential solid waste and recycling collection, the Contractor does not suspend service on a house by house basis because of non-payment.

For Commercial Service Units and Multi-Family Service Units –

All commercial, multi-family service units, and industrial accounts shall be set up and managed by the contractor. The Contractor shall be responsible for the billing and collection of payments for any Commercial and Multi-Family Service Units for Solid Waste or Commercial Recycling Services.

- G. The City does not assess or collect Sales Use or Service Taxes on the solid waste fee.

**5.3.29 DISCLAIMER**

The City has, to the best of its knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the bidder. The City neither guarantees nor warranties that the information contained in this Proposal or referenced documents is accurate and complete. The City is not and will not be liable for omissions or errors contained in this Proposal. It is the bidder’s responsibility to use this information and verify the same during the bidding and contract implementation periods.

**5.3.30 CONTRACTOR’S RESPONSIBILITY / FAMILIARITY WITH THE SCOPE**

It will be the sole responsibility of the bidder to tour the specified routes, visit the site of the work, examine the plans and familiarize themselves with the work addressed in the contract and the levels of service expected; collection locations of garbage carts, containers, bulk trash and white goods may vary. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage, recycling collection to each customer.

It will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.



No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evident that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Contract Administrator for interpretation or decision. The Contractor shall have the right to appeal any decisions or findings of the Contract Administrator to the City Commission, whose findings and conclusions shall be final and binding.

**[END OF SECTION]**

**SECTION VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES**

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City’s City Manager.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

Proposals will be evaluated using the following factors. Contractors meeting mandatory criteria will have their proposals evaluated and scored for technical qualification and/or price.

CRITERIA	MAXIMUM POINTS
1. Firm Qualifications and Experience	25
2. Qualifications and Experience of Key Personnel	15
3. Overall Approach to the Scope of Services including available resources	30
4. Price Proposal	20
5. Past Performance including client references and years in business	5
6. Demonstrated Financial Capability	5

<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>
-------------------------------	------------

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, will result in receiving zero points for cost.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

<b>FORMULA EXAMPLE</b>				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points <i>(lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth</i>	Total Points Awarded - Round to the nearest tenth
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13.3$	13.3
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal deemed most qualified based on the submittal criteria.

**6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

**[END OF SECTION]**

**SECTION VII - PROPOSAL REQUIREMENTS**

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.34, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268  
Purchasing@coopercity.gov

**7.2 SUBMISSION OF PROPOSALS**

The following material is required to be submitted by Friday, September 8, 2023 for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

- 1. One (1) **ORIGINAL, UNBOUND** copy
- 2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
- 3. One (1) **ELECTRONIC** copy (flash drive)

All proposals submitted shall thoroughly address and be presented in accordance with the requirements outlined below.

A. Title Page: List the following:

- 1. RFP 2023-2-PW, Solid Waste Removal Services
- 2. Date
- 3. Name of the Firm
- 4. Contact Person (including title) authorized to represent your firm
- 5. Telephone Number
- 6. Email Address

B. Table of Contents: Include a clear identification of the material included in the proposal by page number.

C. Technical Proposal:

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the

proposer’s capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included:

- **Cover Page**
- **Proposal Transmittal Letter**
- **Technical Proposal**
  - Refer to section 5.1.1
- **Proposal Bond**
  - Refer to section 4.5
- **Executive Summary**
  - Provide a brief summary describing the Proposer’s approach to performing the Work requested in this RFP, including:
    - A brief overview history of the Proposer’s background and experience providing similar services;
    - The qualifications of the Proposer’s key personnel assigned to this project;
    - The proposed approach, including the facilities proposed for use in providing the Work;
    - Other information which the Proposer deems appropriate. Although a page limit is not applicable, the Executive Summary need not to be more than five (5) pages in length.
- **Proposer Team Identification, Qualifications, and General Information**
  - The Proposer shall provide sufficient information to enable the City to understand and evaluate the organizational structure of the Proposer Team. At a minimum, each Proposer shall:
    - Identify the corporate entity that is submitting the Proposal and that will ultimately execute the Agreement.
    - Identify the Proposer Team Members. Provide the names, addresses, telephone numbers, and e-mail addresses of the contact person for all firms proposed to provide an element of the Work, including as applicable waste receiving, transportation, or disposal.
    - Provide a corporate organizational chart showing the hierarchy of responsibility with lines identifying the participants (both firms and key individuals) who are responsible for major elements of the Work.

- List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office(s).
- Identify whether the Proposer is structured as a corporation, limited liability company, general partnership, limited partnership or other form of organization. The Town does not wish to contract with a joint venture formed for the purpose of this executing this Work.
- Specifically identify the Proposer Team Member(s) who will undertake financial responsibility for the Work and describe any liability limitations.
- Clearly identify the corporate entity that will fulfill the requirements of the Project Guarantor in accordance with the requirements set forth in this RFP. If the Project Guarantor has a relationship to the Proposer other than a parent/subsidiary relationship, then an explanation of all past and present relationships between the Proposer and its Project Guarantor must be provided.
- **Minimum Qualifications**
  - The proposer shall demonstrate its qualifications and experience providing services similar to those proposed.
  - The Proposer shall be in the business of residential and commercial solid waste, construction and demolition debris and recycling collections and processing and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.
  - The Proposer must be incorporated for at least three (3) years prior to submittal of this proposal.
  - The Proposer or its officers must demonstrate that they have successfully provided services with similar magnitude to those specified in the scope of services to at least five (5) entities similar in size and complexity to the City of Cooper City.
  - The Proposer or its officers shall have ten (10) years of relevant experience in solid waste management. Project manager assigned to the work must have seven (7) years of experience in solid waste and recycling operations and have served as project manager on similar projects.
  - Before awarding a contract, the City reserves the right to require that a Company submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
  - Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
  - Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

- **Experience and Technical Qualifications**
- The Proposer shall demonstrate its ability to perform the Work by providing the experience in successfully providing similar services, the technical qualifications of the Proposer and each Proposal Team Member
- At a minimum, the Proposer shall provide the following information to demonstrate their experience and technical qualifications relative to the project role proposed:
  - **Solid Waste Collection and Management:** The Proposer shall present its individual member and collective experience in the collection, receiving and disposal of municipal solid waste, including at a minimum, the number of years providing these services. Describe in greater detail projects most similar to this Project.
  - **Bulk Waste and Vegetative Waste Collection:** The Proposer shall present its individual member and collective experience in the collection and transportation of Bulk and Vegetative waste. The Proposer shall provide its experience in the receiving, and processing/disposal of Bulk Waste. Describe in greater detail projects most similar to this Project.
  - **Recyclable Materials Collection and Processing:** The Proposer shall present its individual member and collective experience in the collection, receiving, and processing/marketing of recyclable materials. Describe in greater detail projects most similar to this Project.
  - **Construction and Demolition Debris Collection and Processing:** The Proposer shall present its individual member and collective experience in the collection, and receiving of Construction and Demolition Debris. Describe in greater detail projects most similar to this Project.
  - **Key Project Staff:** The Proposer shall complete the Required Forms and provide the qualifications of all key staff assigned to the Project. This submission shall include the key staff of the Proposer firm, its parent (if applicable), and Proposer Team Members. Information shall include the role in providing the Work, length of time practicing in the profession, and familiarity with facilities and services proposed for this Project. Resumes of key staff should be limited to two pages per person. At a minimum, such information shall be provided for: the overall person in charge of delivering a major element of the Work.
- **Relevant Project Experience**
  - In addition to providing the general technical qualifications and experience requested above, the Proposer shall provide a description of a minimum of five (5) directly relevant projects that clearly demonstrate the Proposer's experience with facilities and services, as applicable, of similar size, scope, and complexity to those services Proposed for this Project.
  - The Proposal Team Member responsible for the reference project must be clearly identified for each reference project. No more than 5 projects should be included in the submittal. Project information must include complete identification including name, location, capacity, name of owner, description of work completed, cost, project status, and address any technical or other challenges associated with performance of the



- Proposer’s work. The Proposer shall also provide information in a tabular format for each project described.
    - **Project References**
      - Proposers shall complete the Required Forms Proposal Form documenting references for the City to contact regarding the Work proposed. These references can pertain to the proposer’s work or the previous work experience of the proposer’s officers.
    - **CONTRACTOR’S EQUIPMENT**
      - All equipment shall be maintained in a safe operating condition while performing work under this contract. Company shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Company to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Cooper City. The Company shall be responsible for injury to persons caused by the operation of the equipment.
    - **STORAGE OF MATERIALS**
      - The Company must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the City.
  - **Proposer Team**
    - **EMPLOYEES**
      - Company shall be licensed and insured to perform all services as required by Local, State, and/or Federal Regulations. Company shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.
      - Company shall assign an “On Duty” supervisor who speaks and reads English.
      - Company shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.
      - Company shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.
    - **COMPETENCY OF PROPOSERS**
      - Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.
      - The Proposer shall submit, prior to award of Contract, satisfactory evidence of experience in like work and demonstrate that Company is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
  - Proposed Approach
  - Operational/Transition Plan

- Business Terms

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

D. Cost Proposal

The Cost Proposal Sheet is included in this RFP as Page 6 of 6 of Attachment A. The cost proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches Proposer’s understanding of the City’s needs described in this Solicitation, the Proposer’s assumptions, and the value of the proposed services. The cost evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

**THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED “SEALED PRICING SHEET FOR Solid Waste Removal Services”**

E. Required Attachments of this RFP and Professional Certifications. **DO NOT INCLUDE THE "COST PROPOSAL SHEET" IN YOUR TECHNICAL PROPOSAL.**

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk City of Cooper City 9090 SW 50 Place Cooper City, Florida 33328
---

**[END OF SECTION]**

**ATTACHMENT A**  
*(Page 1 of 6)*

# City of Cooper City, Florida

## PROPOSAL FORMS

---

# Solid Waste Removal Services

## RFP 2023-2-PW

Proposal Due: Friday, September 8, 2023

---

For Information Contact:

The Purchasing Division  
[Purchasing@coopercity.gov](mailto:Purchasing@coopercity.gov)

Release Date: Wednesday, August 9, 2023

Submitted by: \_\_\_\_\_  
(Company name)

**ATTACHMENT A**  
*(Page 2 of 6)*

**Project:** Solid Waste Removal Services  
**Contract Identification:** RFP 2023-2-PW  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information-Contact Purchasing Division  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

**ATTACHMENT A**  
*(Page 3 of 6)*

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@coopercity.gov](mailto:Purchasing@coopercity.gov), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, August 31, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form (Completed and Signed)
	Transmittal Letter
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	City Facilities
	City Maps
	Bond Form(s)

**ATTACHMENT A**  
*(Page 4 of 6)*

**TRANSMITTAL LETTER**

I, \_\_\_\_\_, a resident of \_\_\_\_\_ in the State of \_\_\_\_\_, DO HEREBY CERTIFY that I am the Clerk/Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_; that I have custody of the records of the corporation; and that as of the date of this certification, \_\_\_\_\_ holds the title of \_\_\_\_\_ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Solid Waste Removal Services (“the RFP”) issued by the City of Cooper City (“the City”) on August \_\_\_\_\_, 2023, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

(Affix Seal Here)

\_\_\_\_\_

Clerk/Secretary

**Note:**

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.

(Page 5 of 6)

**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

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

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

---

Authorized Signatory Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Primary Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

---

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**ATTACHMENT A**

(Page 6 of 6)

**COST PROPOSAL SHEET  
FOR**

**Solid Waste Removal Services**

**MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE**

**Notes:**

- 1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- 2. Alternate proposals will not be considered unless authorized in the RFP document.

Submitted by: \_\_\_\_\_  
(Print)

Authorized Signature: \_\_\_\_\_  
(Sign)

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

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

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

2. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

3. ENTITY/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME & TITTLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL (REQUIRED): \_\_\_\_\_

CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

This page shall be completed **IN FULL** and submitted with your bid/proposal.

**ATTACHMENT C**  
(Page 1 of 2)

**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 the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

2. 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 of 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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,

**ATTACHMENT C**

(Page 2 of 2)directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that 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, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

\_\_\_\_\_  
Signature

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature \_\_\_\_\_

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____
	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT E

**BUSINESS ENTITY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

\_\_\_\_\_  
Name of Entity, Individual, Partners or Corporation

\_\_\_\_\_  
Doing Business As (If same as above, leave blank)

\_\_\_\_\_  
Street Address City State

\_\_\_\_\_  
State and Date of Incorporation:

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ___ day of _____, 20___, by: _____	
	<i>Name of person making statement</i>
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- |     |       |   |         |
|-----|-------|---|---------|
| The | _____ | (a) Maintaining, defending, or settling any proceedings.  | list of |
|     | _____ | (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.   |         |
|     | _____ | (c) Maintaining bank accounts.  |         |
|     | _____ | (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.                                       |         |
|     | _____ | (e) Selling through independent contractors.  |         |
|     | _____ | (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders  |         |
|     | _____ | (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.   |         |
|     | _____ | (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.  |         |
|     | _____ | (i) Transacting business in interstate commerce.  |         |
|     | _____ | (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.  |         |
|     | _____ | (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.  |         |
|     | _____ | (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner. |         |
|     | _____ | (m) Owning, without more, real or personal property.  |         |

activities of subsection (2) is not exhaustive.

(3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm in NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME

### Attachment G

Form <b style="font-size: 1.2em;">W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.1em;">Request for Taxpayer                  Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b style="font-size: 0.9em;">Give Form to the                  requester. Do not                  send to the IRS.</b>
--	---	--

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	<b>Social security number</b> _____ - _____ - _____
	or <b>Employer identification number</b> _____ - _____

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Attachment H**

**REQUEST FOR PROOF OF  
WORKERS COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.fuia.com](http://www.fuia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf) , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@coopercity.gov](mailto:Purchasing@coopercity.gov).



# ATTACHMENT I OWNERSHIP DISCLOSURE AFFIDAVIT

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
		%
		%
		%

- 2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

STATE:     **FLORIDA**

COUNTY:     \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by: \_\_\_\_\_

*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL)     \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_   **OR**   Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	
_____ <i>Name of Notary Typed, Printed, or Stamped</i>	
Personally Known ____ <b>OR</b> Produced Identification ____	
Type of Identification Produced _____	

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of, \_\_\_\_\_  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:

**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
SIGNATURE

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
***TO BE RETURNED WITH PROPOSAL***

Project Name: \_\_\_\_\_  
Project No.: \_\_\_\_\_

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**  
**(Page 2 of 2)**

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: <b>FLORIDA</b>
COUNTY:    _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____
<i>Name of person making statement</i>
_____
<i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>
_____
<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT O**

**City Facilities**

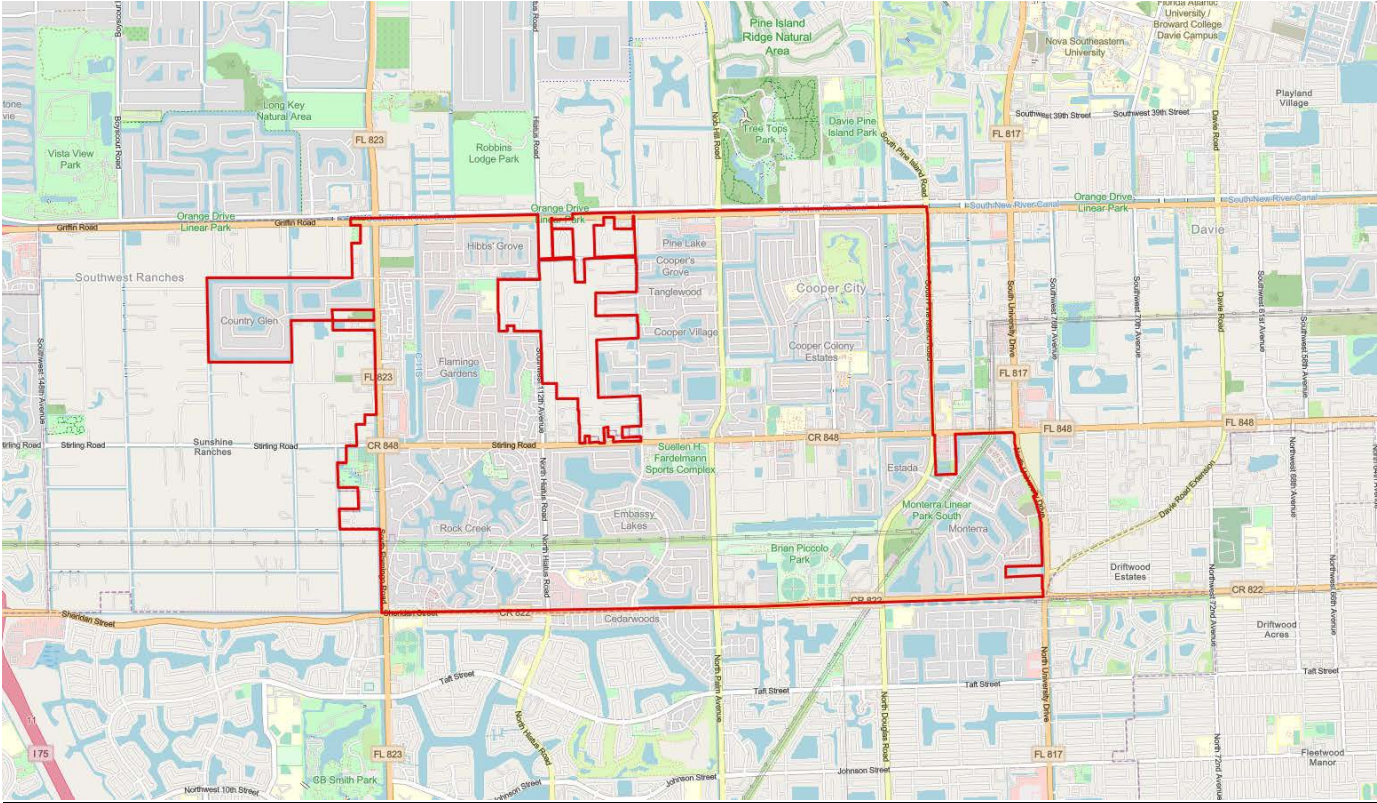
Dept.	Location	Site Adress	Service Frequency	Container Type	Container Size
City Hall	City Hall	9090 SW 50 Place	2 x per week	1 Dumpster	6 cy - short
City Hall	City Hall	9090 SW 50 Place	1 x per week	3 Recycle carts	96 gallons
Community Center	Community Center	9000 SW 50 Place	2 x per week	1 Dumpster	6 cy
Community Center	Community Center	9000 SW 50 Place	1 x per week	1 Recycle cart	96 gallon
Public Works	Public Works	9070 SW 51 Street	1 x per week	1 Recycle dumpster	6 cy
Public Works	Public Works	9070 SW 51 Street	As needed	2 Roll off	20 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	2 x per week	1 Dumpster	6 cy
Suellen H Fardelmann Sports Complex	Suellen H Fardelmann Sports Complex	10300 Stirling Rd	As needed	1 Roll off	20 cy
Fire Dept	Fire Dept	10550 Stirling Rd	2 x per week	1 dumpster	6 cy
Fire Dept	Fire Dept	10550 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Police Dept	Police Dept.	10580 Stirling Rd	2 x per week	1 dumpster	6 cy
Police Dept	Police Dept.	10580 Stirling Rd	1 x per week	2 Recycle carts	96 gallons
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	2 x per week	1 Dumpster	6 cy
Pool & Tennis Cnt	Pool & Tennis Cnt.	11600 Stonebridge Pkwy	1 x per week	2 Recycle carts	96 gallons
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	2 x per week	2 Dumpsters	6 cy
Flamingo West Park	Flamingo West Park	6201 S Flamingo Rd	1 x per week	1 Recycle dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	2 x per week	1 Dumpster	6 cy
Bill Lips Sports Complex	Bill Lips Sports Complex	11700 SW 49 St	1 x per week	2 Recycle carts	96 gallon
Utilities	Utilities	11791 SW 49 St	2 x per week	2 Dumpster	14 cy & 16 cy
Utilities	Fleet	11221 SW 49 St	As needed	2 Dumpster	30 cy
Fleet	Fleet	11221 SW 49 St	2 x per week	1 Dumpster	4 cy - short
Fleet	Fleet	11221 SW 49 St	As needed	3 Roll off	30 cy

**ATTACHMENT P**

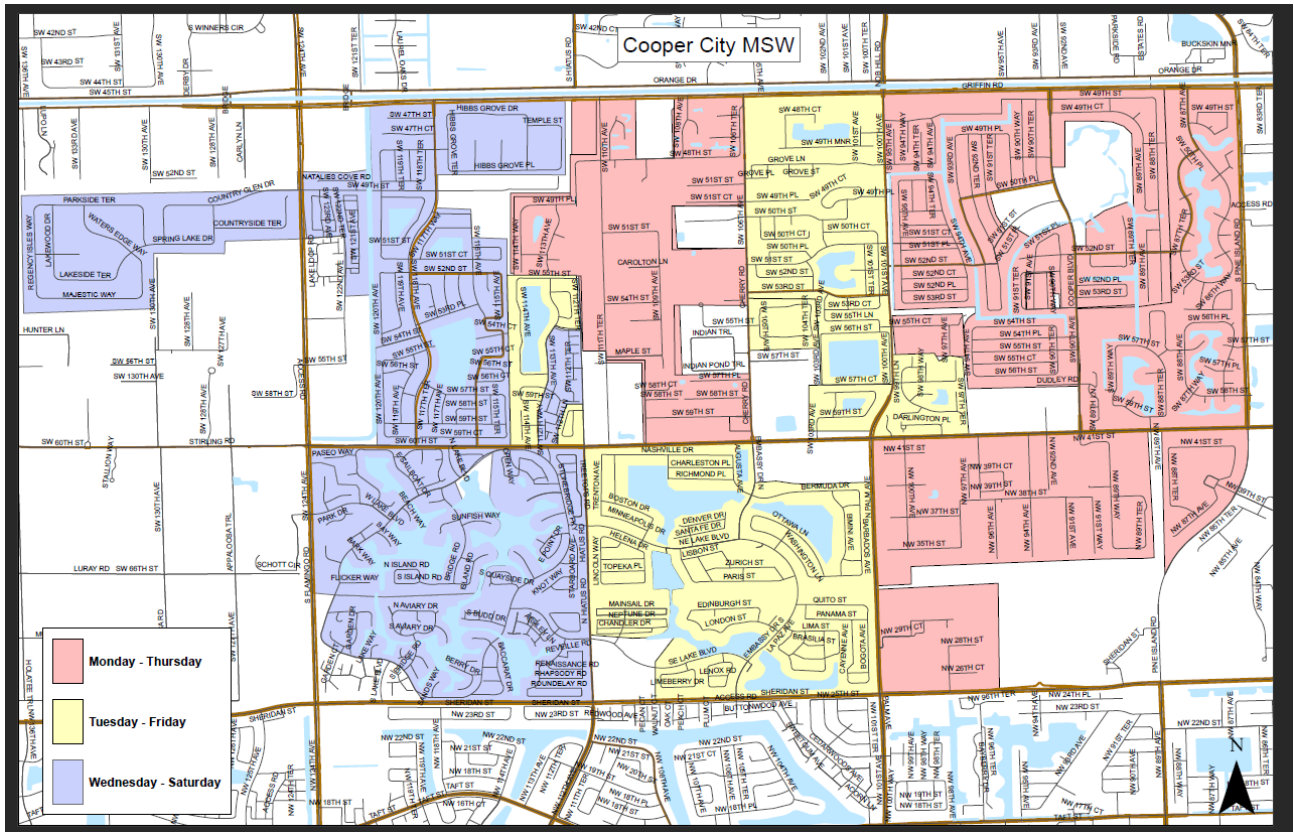


**City Map**

**City of Cooper City Boundary Map**



### City of Cooper City MSW Schedule



**ATTACHMENT R**



## City of Cooper City Recycle Schedule

2023 BULK WASTE COLLECTION SCHEDULE: COOPER CITY

MONDAY	TUESDAY	WEDNESDAY
JANUARY 16	JANUARY 17	JANUARY 18
FEBRUARY 20	FEBRUARY 21	FEBRUARY 22
MARCH 20	MARCH 21	MARCH 22
APRIL 17	APRIL 18	APRIL 19
MAY 15	MAY 16	MAY 17
JUNE 19	JUNE 20	JUNE 21
JULY 17	JULY 18	JULY 19
AUGUST 21	AUGUST 22	AUGUST 23
SEPTEMBER 18	SEPTEMBER 19	SEPTEMBER 20
OCTOBER 16	OCTOBER 17	OCTOBER 18
NOVEMBER 20	NOVEMBER 21	NOVEMBER 22
DECEMBER 18	DECEMBER 19	DECEMBER 20

THURSDAY	FRIDAY	SATURDAY
JANUARY 19	JANUARY 20	JANUARY 21
FEBRUARY 23	FEBRUARY 24	FEBRUARY 25
MARCH 23	MARCH 24	MARCH 25
APRIL 20	APRIL 21	APRIL 22
MAY 18	MAY 19	MAY 20
JUNE 22	JUNE 23	JUNE 24
JULY 20	JULY 21	JULY 22
AUGUST 24	AUGUST 25	AUGUST 26
SEPTEMBER 21	SEPTEMBER 22	SEPTEMBER 23
OCTOBER 19	OCTOBER 20	OCTOBER 21
NOVEMBER 23	NOVEMBER 24	NOVEMBER 25
DECEMBER 21	DECEMBER 22	DECEMBER 23

For more Information, please contact:  
**WM (954) 974-7500**

**ATTACHMENT I**

**Bond Form(s)**

**CITY OF COOPER CITY PERFORMANCE BOND  
COVER SHEET**

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05,  
FLORIDA STATUTES, AS MAY BE APPLICABLE.**

**Bond No.** \_\_\_\_\_

**Contractor/Principal Name:** \_\_\_\_\_

**Contractor/Principal Address:** \_\_\_\_\_

**Contractor/Principal Phone No.** \_\_\_\_\_

**Surety Company:** \_\_\_\_\_

**Surety Company Address:** \_\_\_\_\_

**Surety Company Phone No.** \_\_\_\_\_

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50<sup>th</sup> Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** \_\_\_\_\_

**Bond Amount:** \_\_\_\_\_

**Contract No.**\_\_\_\_\_ **Bid No.** \_\_\_\_\_

**Permit No./Project No.**\_\_\_\_\_

**Description of Work:** \_\_\_\_\_

PREPARED BY:

RETURN TO:  
CITY CLERK  
CITY OF COOPER CITY  
701 SW 71<sup>st</sup> Avenue  
COOPER CITY, FL 33068

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. \_\_\_\_\_ dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, with OWNER for the construction of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_, within \_\_\_\_\_, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney’s fees and costs, including attorney’s fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
  - 4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.
  - 4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER’S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 4.3 Complete the Contract in accordance with its terms and conditions; or
  - 4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the

OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

- 5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors, as may be applicable.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above



IN THE PRESENCE OF:

---

---

INSURANCE COMPANY:

---

By Agent and Attorney-in-Fact

---

Address

---

City/State/Zip Code

---

Telephone

**ACKNOWLEDGMENT PERFORMANCE BOND**

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

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

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or  
 DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)

**CITY OF COOPER CITY PAYMENT BOND  
COVER SHEET**

THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.

Bond No. \_\_\_\_\_

Contractor/Principal Name: \_\_\_\_\_

Contractor/Principal Address: \_\_\_\_\_

Contractor/Principal Phone No. \_\_\_\_\_

Surety Company: \_\_\_\_\_

Surety Company Address: \_\_\_\_\_

Surety Company Phone No. \_\_\_\_\_

Owner/Obligee Name: City of Cooper City

Owner/Obligee Address: 9090 S.W. 50<sup>th</sup> Place Cooper City, FL 33328

Owner/Obligee Phone No. (954) 434-4300

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

Bond Amount: \_\_\_\_\_

Contract No. \_\_\_\_\_ Bid No. \_\_\_\_\_

Permit No./Project No. \_\_\_\_\_

Description of Work: \_\_\_\_\_

# FORM PAYMENT BOND

PREPARED BY:

RETURN TO:  
CITY CLERK  
CITY OF COOPER CITY  
701 SW 71<sup>st</sup> Avenue  
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. \_\_\_\_\_ dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, with OWNER for the construction of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

## **THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
  - 2.3 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.
  - 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

**2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

INSURANCE COMPANY:

\_\_\_\_\_  
By Agent and Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone

**ACKNOWLEDGMENT PAYMENT BOND**

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

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

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

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 DID take an oath, or  
 DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_ who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND COMPANY NAME**

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**COMPANY NAME**, a **solid waste removal services company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Wednesday, August 9, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **solid waste removal services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-2-PW  
"SOLID WASTE REMOVAL SERVICES"**

1.2 On **Friday, September 8, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for **solid waste removal services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property")



in accordance with the Scope of Services outlined in the specifications, "**RFP 2023-2-PW**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for seven (7) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

**COMPANY NAME**  
**Attn: INSERT CONTACT PERSON**  
**ADDRESS**  
**CITY, ST ZIP CODE**

#### **ARTICLE 5** **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

## 7.1 REQUIRED INSURANCE

7.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |  |
|---------------------------|------------|--|
| 1. Workers' Compensation: | Coverage A | Statutory  |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident<br>\$500,000 Disease – Policy Limit<br>\$500,000 Disease – Each Employee |

7.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9**

### **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10**

### **PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK  
9090 SW 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11  
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12  
SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

12.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**  
**E-VERIFY**

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ARTICLE 14**  
**MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.



14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor: **Insert\_Contact\_Position**  
**INSERT CONTACT PERSON**  
**COMPANY NAME**  
**ADDRESS**  
**CITY, ST ZIP CODE**  
**E-mail: insert\_contact\_email**  
**Telephone No: insert\_contact\_phone**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

**CITY OF COOPER CITY**, a Florida municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:  
**COMPANY NAME**, a Florida corporation

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and seal in the State and County aforesaid this \_\_\_\_ day of 20 \_\_\_\_.

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

\_\_\_\_\_  
Print or Type Name

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