



**CITY OF COOPER CITY
REQUEST FOR PROPOSAL**

**HOLIDAY LIGHTING AND DECORATIONS (RE-
SOLICITATION)
RFP2026-4**

For information, contact the Purchasing Division:
The Purchasing Division
954-434-4300 Ext. # 268
Purchasing@CooperCity.gov

RELEASE DATE: August 4, 2026
RESPONSE DEADLINE: August 24, 2026, 3:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. GENERAL INFORMATION / SPECIAL CONDITIONS

- 1.1. INTRODUCTION/NOTICE TO PROPOSERS
- 1.2. DEFINITIONS
- 1.3. GENERAL PROPOSAL INFORMATION
- 1.4. PRE-PROPOSAL MEETING
- 1.5. CONTRACT TERM
- 1.6. ELIGIBILITY AND COMPETENCY OF PROPOSERS
- 1.7. CONE OF SILENCE
- 1.8. COMMUNICATION WITH EVALUATION COMMITTEE MEMBERS
- 1.9. SITE INSPECTION
- 1.10. SUBCONTRACTING
- 1.11. LIQUIDATED DAMAGES
- 1.12. ACCIDENT PREVENTION, BARRICADES AND REGULATIONS
- 1.13. WRITTEN CONTRACT
- 1.14. PUBLIC ENTITY CRIMES
- 1.15. COLLUSION
- 1.16. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
- 1.17. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES
AFFIDAVIT
- 1.18. QUESTIONS, INFORMATION AND/OR CLARIFICATION
- 1.19. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES / PIGGYBACKING

2. SCOPE OF SERVICES

- 2.1. GENERAL INFORMATION
- 2.2. MINIMUM REQUIREMENTS
- 2.3. SCOPE OF SERVICES

3. RESPONSE REQUIREMENTS

- 3.1. FORMAT, CONTENTS AND DOCUMENTS
- 3.2. COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION
- 3.3. SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL
INFORMATION, WHEN APPLICABLE

3.4. POSTPONEMENT/CANCELLATION/IRREGULARITIES

3.5. COSTS INCURRED BY PROPOSERS

4. EVALUATION PROCESS

4.1. REVIEW OF PROPOSALS

4.2. EVALUATION COMMITTEE

4.3. EVALUATION CRITERIA

4.4. ORAL PRESENTATIONS

4.5. PRICE PROPOSAL EVALUATION

4.6. NEGOTIATIONS

4.7. CONTRACT AWARD

4.8. PROTEST

5. GENERAL CONDITIONS

5.1. GENERAL TERMS & CONDITIONS

5.2. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

5.3. ADDENDUM OR AMENDMENT TO SOLICITATION

5.4. ASSIGNMENT

5.5. AUDITS

5.6. BID/PROPOSAL ACKNOWLEDGEMENT

5.7. BID/PROPOSAL TABULATIONS

5.8. CANADIAN COMPANIES

5.9. COLLUSION

5.10. COMPLIANCE WITH APPLICABLE LAWS

5.11. CONFIDENTIALITY

5.12. CONTRACTOR'S COSTS

5.13. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

5.14. DEFAULT

5.15. DEFAULT & EARLY TERMINATION

5.16. DISCLAIMER

5.17. DISPUTES

5.18. E-VERIFY

5.19. ELIGIBILITY

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

- 5.20. ESTIMATED QUANTITIES
- 5.21. EVIDENCE
- 5.22. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)
- 5.23. GOVERNING LAW AND VENUE
- 5.24. INDEMNIFICATION
- 5.25. INDEPENDENT CONSULTANT
- 5.26. INSURANCE
- 5.27. INVOICES/METHOD OF PAYMENT
- 5.28. LEGAL REQUIREMENTS
- 5.29. MISTAKES
- 5.30. MODIFICATION OF SERVICES
- 5.31. MODIFICATIONS
- 5.32. NO PARTNERSHIP OR JOINT VENTURE
- 5.33. NO PROPOSAL
- 5.34. NON-CONFORMANCE TO CONTRACT CONDITIONS
- 5.35. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA
- 5.36. NON-EXCLUSIVE
- 5.37. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
- 5.38. ORGANIZATIONAL CONFLICT OF INTEREST
- 5.39. PATENTS AND ROYALTIES
- 5.40. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS
- 5.41. PROHIBITION AGAINST LOBBYING
- 5.42. PROPERTY
- 5.43. PROPOSER DUE DILIGENCE AND PROFESSIONAL ADVICE
- 5.44. PROPRIETARY INFORMATION
- 5.45. PROTESTS, APPEALS AND DISPUTES
- 5.46. PUBLIC ENTITY CRIMES
- 5.47. PUBLIC RECORDS
- 5.48. RECORDS RETENTION
- 5.49. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
- 5.50. SCRUTINIZED COMPANIES

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

5.51. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

5.52. TAXES

5.53. TERMINATION

5.54. TERMINATION FOR DEFAULT

6. ATTACHMENTS & EXHIBITS

6.1. EXHIBITS AND ATTACHMENTS

7. PROPOSER INFORMATION

7.1. PROPOSAL SUBMITTAL FORM

Attachments:

A - Required Forms and Affidavits

B - RFP2026-2 - Reference Form

C - RFP2026-4 - Price Proposal

D - RFP2026-4 - Draft Agreement

1. GENERAL INFORMATION / SPECIAL CONDITIONS

1.1. INTRODUCTION/NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, hereinafter referred to as the City, will be accepting sealed proposals until 3:00 pm (EST) on Monday, August 24, 2026, from qualified firms capable of providing Holiday Lighting and Decorations (Re-Solicitation). Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Successful Proposer shall provide all labor, materials, insurance, and incidentals for the solution to the City of Cooper City.

Holiday Lighting and Decorations (Re-Solicitation) RFP RFP2026-4

The detailed solicitation shall be obtained online at <https://procurement.opengov.com/portal/coopercity>.

All questions must be submitted in writing via the OpenGov Procurement Portal by Friday, August 14, 2026 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

Proposals must be submitted via the OpenGov Procurement Portal no later than 3:00 pm (EST), Monday, August 24, 2026.

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

Request for Proposal Advertisement Date:	August 4, 2026
Pre-Proposal Meeting (Non-Mandatory):	August 12, 2026, 8:30am City Hall Auditorium, 9090 SW 50th Place, Cooper City, FL 33328
Questions & Answer Deadline:	August 14, 2026, 12:00pm
Proposal Due Date:	August 24, 2026, 3:00pm
Review of Proposals & Selection of Candidates for Presentations:	August 28, 2026, 12:00pm
Presentations & Final Ranking:	September 2, 2026, 12:00pm
Recommendation of Award/Agenda Item Request:	September 4, 2026, 12:00pm
Anticipated Award of Contract by City Commission:	September 8, 2026, 12:00pm

The Cone of Silence is hereby imposed, prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, proposer, 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. See Sec 2-269.5 of Cooper City Procurement Code for further information about the Cone of Silence.

1.2. DEFINITIONS

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. **City** - to mean City of Cooper City, a municipal corporation of the State of Florida.
2. **Common Carrier/Contracted Carrier** - to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
3. **Contractor** - to mean the Proposer that receives any award of a contract from the City as a result of this Solicitation, also to be known as "the prime Contractor".
4. **Cybersecurity Products** - to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
5. **Evaluation Committee** - to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this solicitation.
6. **Heightened Security Review** - to mean any and all security screening conducted on City employees with access to Cybersecurity Products or any other additional security screenings or reviews the City Manager or City Manager's designee determines necessary to protect the security of the City's information technology networks, devices, programs, and data.
7. **Joint Venture** - to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
8. **Licensed Software** - to mean the software component(s) provided pursuant to the Contract.
9. **Produced in the United States** - to mean, with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
10. **Proposal** - to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
11. **Program** - See Work.
12. **Project** - See Work.
13. **Proposer** - to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
14. **Responsible Proposer** - shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
15. **Responsive Proposer** - shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
16. **Scope of Services** - to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
17. **Services** - See Work.

18. **Solicitation** - to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
19. **Subcontractor** - to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
20. **Substantial Completion** - shall mean that all holiday lighting, decorations, displays, electrical connections, and related work required under the Contract have been fully installed, tested, are operational, and have been inspected and approved by the City.
21. **Work** - to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation. "Services", "Program", or "Project" mean the same.

1.3. GENERAL PROPOSAL 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.

The City may, at its sole and absolute discretion, reject any and all or parts of any or all proposals; accept parts of any and all proposals; further negotiate project scope, terms, and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the City's sole discretion, is deemed to constitute a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the City's sole discretion, be deemed nonresponsive. The City reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the City deems necessary.

The Proposer's proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the City, in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract or Lease substantially similar to the terms herein. Proposer's proposal shall be irrevocable until Contract award unless the proposal is timely withdrawn in accordance with the terms of this Solicitation. A proposal may be withdrawn in writing only, addressed to the City contact person for this Solicitation, and only prior to the proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of proposals, will be available for public inspection after opening of proposals, in compliance with Article X of the Cooper City, Florida Code of Ordinances and Chapter 119, Florida Statutes (the "Public Record Law").

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the City will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the City give preference to a Proposer based on the Proposer's social, ideological or political interests.

1.4. PRE-PROPOSAL MEETING

The City will hold a Pre-Proposal Conference and Site Visit for this solicitation on Wednesday, August 12, 2026 at 88:30 am. The Pre-Proposal Conference will take place at City Hall Auditorium, 9090 SW 50th Place, Cooper City, FL 33328. The Site Visit will take place immediately after the Pre-Proposal Conference.

1.5. CONTRACT TERM

The term of the Contract resulting from this Solicitation shall commence on the date after the Contract is approved by the City Commission, or designee, unless otherwise stipulated in the Contract Documents and/or Purchase Order issued by the City, and shall expire on the last day of the thirty-six-month (36) term. The City reserves the right to renew the resultant agreement for three (3) additional, one (1) year terms. The renewal options shall be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City.

The City reserves the right to extend the resultant Contract for up to one hundred-eighty (180) calendar days beyond the resultant Contract period and will notify the Contractor in writing of the extension. The resultant Contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the City and the Awarded Bidder upon approval by the City Commission or designee.

1.6. ELIGIBILITY AND COMPETENCY OF PROPOSERS

To be eligible for award of a contract in response to this solicitation, the Proposer 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.

1.7. CONE OF SILENCE

Pursuant to Sec 2-269.5 of Cooper City Procurement Code:

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
 - 1. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - 2. 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:
 - 1. Oral communications at pre-solicitation meetings;
 - 2. Oral presentations before selection or evaluation committees;
 - 3. 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;

4. 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.

1.8. COMMUNICATION WITH EVALUATION COMMITTEE MEMBERS

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Evaluation Committee Members or, to the Evaluation Committee as a whole, are expressly prohibited. Any oral communications with Evaluation Committee Members other than as provided in Sec 2-269.5 of the Cooper City Procurement Code are prohibited.

1.9. SITE INSPECTION

Proposers are encouraged to inspect the location(s) with respect to its current condition, its overall suitability for the solicitation, potential limitations, and proximity to other adjacent properties. Proposers shall visit the Premises during the scheduled Pre-Proposal Conference/Site Visit (see front cover for date and time).

The submission of a proposal shall be considered evidence that the Proposer has either completed the preliminary inspection as described above or has otherwise independently determined that the inspection is not necessary and is satisfied as to each location's suitability for all elements of the solicitation and in connection with all matters and conditions that may be encountered in performing the services and requirements contemplated under this Solicitation.

1.10. SUBCONTRACTING

The Successful Proposer(s) shall perform all Work/Services with their own personnel. Successful Proposer(s) shall not subcontract, assign, transfer, convey, or otherwise dispose of any portion of the Work/Services to be performed under the resultant Contract. The City may permit subcontracting for specialized grounds maintenance services that are not within the basic scope of this solicitation or resultant contract. The Successful Proposer(s) shall obtain written approval from the City, prior to utilizing subcontractors for specialized services, as may be determined within the City's sole discretion. Any violation of this provision shall constitute a material breach of the resultant Contract and may result in termination for cause, in addition to any other remedies available to the City.

1.11. LIQUIDATED DAMAGES

Liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) will be assessed for each calendar day that Substantial Completion is delayed. Liquidated damages will be assessed beginning on the first calendar day following the required Substantial Completion date and continuing until Substantial Completion is achieved.

For purposes of this provision, Substantial Completion shall mean that all holiday lighting, decorations, displays, electrical connections, and related work required under the Contract have been fully installed, tested, are operational, and have been inspected and determined by the City to have achieved Substantial Completion. The Project shall not be considered substantially complete if any

material portion of the work remains incomplete, inoperable, unsafe, or requires corrective work that prevents the City from utilizing the holiday lighting display as intended.

The Proposer acknowledges and agrees that the liquidated damages set forth herein is a reasonable estimate of the damages the City is likely to incur as a result of delayed performance and is not intended to serve as a penalty. The Proposer also acknowledges that timely completion of all Work required under the resultant Contract is a material obligation and that completion of the Work prior to the City's Holiday Lights event is time-sensitive. Delays in completing the installation, testing, repair, or other required services may result in disruption of scheduled holiday events, diminished public enjoyment, reputational harm to the City, increased administrative costs, and other damages that are difficult or impossible to accurately determine.

The City may deduct and withhold any liquidated damages assessed under this provision from any monies due or that may become due to the Proposer under the resultant Contract. Such assessment shall not preclude the City from exercising any other rights or remedies available under the Contract Documents or applicable law, nor shall it relieve the Proposer of its obligation to diligently prosecute and fully complete the Work in accordance with the Contract Documents.

1.12. ACCIDENT PREVENTION, BARRICADES AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. The Successful Bidder(s) and all Subcontractors shall conform to all OSHA, state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder(s) responsible for same. Barricades shall be provided by the Successful Bidder(s) when Work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the Successful Bidder(s) shall notify the City's project manager at least seven (7) days prior to barricading.

1.13. WRITTEN CONTRACT

The contents of this solicitation (to include all addenda, exhibits, attachments, etc.), along with the Successful Proposer(s)' proposal and any subsequent task orders or change orders, will collectively become an integral part of the agreement between the City and the Successful Proposer.

The Successful Proposer shall be required to enter into a written Contract with the City. The Draft Agreement shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.14. PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.15. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct

or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.16. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This affirmation by the Proposer shall be on the form attached to this Solicitation as Foreign Country of Concern Affidavit.

1.17. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the Human Trafficking Affidavit.

1.18. QUESTIONS, INFORMATION AND/OR CLARIFICATION

All questions must be submitted in writing via the OpenGov Procurement Portal by Friday, August 14, 2026 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

1.19. USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES / PIGGYBACKING

It is hereby made a part of this solicitation and the resultant contract that other governmental entities may, at their option and subject to the Successful Proposer's agreement, utilize the resultant Contract under the same terms, conditions, specifications, and pricing contained herein, pursuant to their respective purchasing policies and procedures.

The City assumes no authority, liability, or obligation on behalf of any other governmental entity that may utilize the resultant contract. Any purchases by other governmental entities shall be the sole responsibility of such entities and shall be made directly between the Successful Proposer(s) and the participating entity. The City shall not be responsible for payment, performance, or dispute resolution relating to any agreement entered into between the Successful Proposer(s) and another governmental entity.

The Successful Proposer(s) agrees to extend the same pricing, terms, and conditions to any governmental entity electing to utilize the resultant contract, to the extent permitted by law.

2. SCOPE OF SERVICES

2.1. GENERAL INFORMATION

The City of Cooper City is seeking a qualified Contractor to furnish, install, maintain, remove, and store holiday lighting and decorations at designated City facilities. The Contractor shall provide all labor, supervision, equipment, vehicles, materials, electrical components, lifts, permits, transportation, storage, maintenance, repairs, and incidentals necessary to provide a complete turnkey holiday lighting program. The City intends to create a visually appealing holiday experience for residents and visitors throughout Memorial Park and may elect to expand decorations to additional municipal facilities and entrance monuments. The City shall provide:

Request For Proposal #RFP2026-4
Title: Holiday Lighting and Decorations (Re-Solicitation)

- Electrical access where available
- A designated project representative
- Coordination assistance

The City shall pay for normal electrical consumption.

The City intends to retain a qualified Proposer for an initial term thirty six (36) month term, with three (3), one (1) year options to renew in the estimated amount of \$23,500.00 per contract year, exclusive of any additional/optional goods and/or services, contingency and/or dedicated allowances, if applicable.

For your information, the links below contain photos of the holiday lighting/decorations from previous years.

2025 - <https://flic.kr/s/aHBqjCDvWZ>

2024 - <https://flic.kr/s/aHBqjBUya7>

2023 - <https://flic.kr/s/aHBqjB6doJ>

2022 - <https://flic.kr/s/aHBqjAi1o5>

2.2. MINIMUM REQUIREMENTS

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

A. Minimum Qualifications

Proposers shall be regularly engaged in the business of providing holiday lighting and decorations.

- a. Proposers Must be licensed to do business in the State of Florida. Proposer's shall demonstrate this requirement by providing proof of an active registration with Florida Department of State (Sunbiz).
- b. The Proposer shall possess a minimum of three (3) years' experience successfully providing holiday decoration installation, maintenance, and removal services of similar size and scope for public agencies, commercial centers, or comparable facilities. Proposer shall demonstrate this experience by providing three (3) references within the last five (5) years in which the Proposer successfully provided holiday lighting and decorations on schedule, within budget and to the customer's satisfaction. Proposers shall submit a Reference Form or a document which contains the same information as the City's Reference Form with their Proposal.

Before awarding a contract, the City reserves the right to require that a Proposer 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.

2.3. SCOPE OF SERVICES

2.3.1. Scope of Services

The City of Cooper City is seeking a qualified Contractor to furnish, install, maintain, remove, and store holiday lighting and decorations at designated City facilities. The Contractor shall provide all labor, supervision, equipment, vehicles, materials, electrical components, lifts, permits, transportation, storage, maintenance, repairs, and incidentals necessary to provide a complete turnkey holiday lighting

program. The City intends to create a visually appealing holiday experience for residents and visitors throughout Memorial Park and may elect to expand decorations to additional municipal facilities and entrance monuments. The City shall provide:

- Electrical access where available
- A designated project representative
- Coordination assistance

The City shall pay for normal electrical consumption.

2.3.2. DECORATION SERVICES AND LOCATION(S)

Proposers shall furnish all labor, supervision, materials, equipment, vehicles, tools, transportation, storage, permits, electrical components, installation, maintenance, repairs, removal, disposal, and incidentals necessary to provide a complete holiday lighting and decoration display program at the following location(s)

- Memorial Park: 9001 SW 51st Street, Cooper City, Florida.

The holiday display shall create a visually appealing, family-friendly, and cohesive holiday experience throughout Memorial Park and shall be suitable for public events, community gatherings, and photography opportunities. All decorations, lighting, displays, and features shall be commercial-grade and designed for outdoor public use. All components shall be maintained in safe operating condition throughout the display period.

The City reserves the right to add/remove locations as needed, as well as the right to approve all decorative themes, colors, display layouts, and installation locations prior to installation. Proposers shall coordinate all installation locations with the City's Project Manager.

2.3.3. EVENT DATE(S)

For year 1 of the resultant Contract, the holiday lighting display shall be fully operational and available for public viewing no later than 3:00 PM on the first Monday in December for 2026. Future display dates will be coordinated and submitted in writing to the Successful Proposer.

Event date(s) are subject to change. The Successful Proposer will be advised at least SIXTY (60) days in advance of any date changes.

2.3.4. ARTIFICIAL HOLIDAY TREE

Proposers shall furnish, install, maintain, and remove one (1) artificial holiday tree. The artificial holiday tree shall meet the following minimum requirements:

- A. Minimum overall height of nineteen feet (19');
- B. Commercial-grade construction designed for outdoor use;
- C. Commercial-grade LED lighting system;
- D. Shatter-resistant ornaments suitable for public environments;
- E. Decorative bows and accent decorations;
- F. Illuminated tree topper;
- G. Decorative tree skirt or equivalent base treatment;
- H. Internal support structure;
- I. Wind-rated anchoring and stabilization system;
- J. Electrical components listed and approved for outdoor use.

The holiday tree shall be decorated utilizing a coordinated theme incorporating red, green, gold, silver, white, or other colors approved by the City. The City may modify the holiday theme, colors, or decorative elements upon providing written notice to the Contractor.

2.3.5. NATURAL TREE LIGHTING

Proposers shall furnish, install, maintain, and remove decorative lighting on natural trees located throughout Memorial Park. At a minimum, the Proposers shall decorate approximately thirty-seven (37) trees. Tree species inventory includes:

- Royal Palms (5);
- Gumbo Limbo Tree (1);
- Oak Trees (21);
- Washingtonia Palms (3);
- Tamarind Trees (4);
- Mahogany Tree (1); and
- Miscellaneous Trees (2).

Lighting shall meet the following minimum requirements:

- A. Warm white commercial-grade LED mini lights;
- B. Green commercial-grade wiring;
- C. Trunk wrapping at approximately five-inch (5") spacing;
- D. Primary branch wrapping sufficient to provide uniform illumination;
- E. Weather-resistant and waterproof connections;
- F. No exposed wiring visible from primary public areas;
- G. Installation methods that prevent damage to trees.

2.3.6. DECORATIVE LIGHT ARCH

Proposers shall furnish, install, maintain, and remove one (1) decorative walk-through illuminated arch. The arch shall meet the following minimum requirements:

- A. Minimum width of twelve feet (12');
- B. Minimum height of ten feet (10');
- C. Commercial-grade frame construction;
- D. Fully illuminated LED lighting system;
- E. Holiday-themed decorative elements;
- F. Structural stability suitable for public interaction;
- G. ADA-compliant placement and accessibility;
- H. Suitable design for public photography opportunities.

The final location shall be approved by the City.

2.3.7. HOLIDAY DISPLAYS

Proposers shall furnish, install, maintain, and remove a minimum of six (6) commercial-grade holiday displays throughout Memorial Park. Acceptable display themes may include, but are not limited to:

- Santa Claus;
- Snowmen;
- Reindeer;
- Holiday trains;
- Gift displays;
- Nutcrackers;
- Gingerbread characters; and
- Other holiday-themed displays approved by the City.

Each display shall meet the following minimum requirements:

- A. Minimum height of eight feet (8');
- B. Commercial-grade construction designed for public display;
- C. Internal illumination;
- D. Wind-rated anchoring system;
- E. GFCI-protected electrical connections;
- F. Daily operational inspection and maintenance.

The City reserves the right to increase, decrease, or modify display quantities and locations.

2.3.8. ILLUMINATED HOLIDAY FEATURES

Proposers shall furnish, install, maintain, and remove various illuminated holiday features throughout Memorial Park. Illuminated holiday features may include, but are not limited to a minimum of:

- 8 - Illuminated gift boxes (Minimum 3');
- 12 - Decorative ornament displays (Minimum 3');
- 10 - Decorative light spheres (Minimum 3');
- 20 - Illuminated candy canes (Minimum 3');
- 1- Holiday pathway lighting (approximately 1,500–2,000 linear feet, as applicable);
- 20 - Decorative pole-mounted features; and
- 6 - Illuminated holiday characters (Minimum 5') .

Proposers shall ensure all features are coordinated to create a consistent and cohesive holiday theme throughout the Memorial Park.

2.3.9. ENTRANCE FEATURE

Proposers shall furnish, install, maintain, and remove one (1) illuminated entrance feature at the primary event entrance designated by the City. Acceptable entrance features may include:

- Walk-through light tunnel;
- Decorative holiday gateway;
- Illuminated archway; and/or
- Custom-designed holiday entrance feature.

The entrance feature shall serve as a primary visitor arrival point, photo opportunity and shall be designed to accommodate anticipated pedestrian traffic.

2.3.10. PHOTO OPPORTUNITIES AREAS

Proposers shall furnish, install, maintain, and remove a minimum of three (3) designated holiday-themed photo opportunity areas throughout Memorial Park. Photo opportunity areas may include:

- Santa Chair;
- Illuminated sleigh;
- Oversized ornament displays;
- Lighted gift box seating areas;
- Holiday backdrop walls;
- Decorative holiday frames; and
- Other themed features approved by the City.

Each photo area shall be designed to encourage public interaction, family photography, and community engagement while maintaining public safety and accessibility.

2.3.11. INSTALLATION AND REMOVAL

For year 1 of the resultant Contract:

Installation activities shall begin no earlier than November 1, 2026. All decorations shall be fully installed, operational, and approved by the City no later than 3:00 PM on the first Monday in December for 2026. Removal activities may begin January 2, 2027. All decorations shall be removed and sites restored no later than January 22, 2027. All areas disturbed by installation or removal activities shall be restored to their original condition by the Proposers, at no additional cost to the City.

Subsequent Contract Terms:

The City shall coordinate and notify the Successful Proposal in writing as to installation activity date(s), and removal activity dates for subsequent years of the contract term.

2.3.12. MAINTENANCE REQUIREMENTS

Proposers shall:

- Respond to service calls the same business day;
- Repair failures within twenty-four (24) hours;

- Replace damaged bulbs/decorations at no cost to the City ;
- Conduct weekly inspections;
- Maintain a written inspection log; and
- Provide emergency call-out service.

2.3.13. EQUIPMENT

Proposers shall provide all equipment necessary to perform the work including, but not limited to:

- Bucket trucks
- Lifts
- Ladders
- Safety equipment
- Temporary power equipment
- Electrical materials
- Anchoring systems
- Protective ground coverings

2.3.14. EMPLOYEES OF THE PROPOSER

Proposers shall provide properly trained, licensed, and insured personnel. All work shall comply with:

- OSHA Standards
- National Electrical Code
- Florida Building Code
- Manufacturer installation requirements

Proposers shall provide emergency contact information for all supervisors assigned to the project.

2.3.15. OPTIONAL/ADDITIONAL SERVICES

The City reserves the right to authorize additional holiday lighting and decorations at municipal facilities and entrance monuments.

Proposers shall provide unit pricing for all optional services.

A. Additional Tree Lighting

1. The scope of services shall be the same as in the Natural Tree Lighting section. Proposers shall provide pricing based on height classifications.

B. Entrance Monument Uplighting

1. Proposers shall furnish, install, maintain, and remove decorative uplighting at City entrance signs and monument features. Uplighting shall be maintained daily. Uplighting may include color-changing red, green, blue (RGB) fixtures, warm white holiday uplighting, programmable holiday color themes, and temporary power infrastructure
2. Potential Locations may include, but are not limited to:
 - a. Flamingo Road Entrances
 - b. Griffin Road Entrances
 - c. Sheridan Street Entrances
 - d. Palm Avenue Entrances

- e. Community Monument Signs
- f. Other City-designated locations

3. Proposers shall provide pricing per sign.

C. City Facility Uplighting

1. Proposers shall furnish, install, maintain, and remove decorative architectural lighting at municipal facilities. City facility uplighting shall be inclusive of building uplighting, roofline lighting, landscape lighting, tree lighting, pole lighting and decorative displays.

2. Potential facilities include but are not limited to:

- a. City Hall
- b. Community Center
- c. Pool and Tennis Center
- d. Suellen H. Fardelmann Sports Complex
- e. Bill Lips Sports Complex
- f. Flamingo West Park
- g. Other City facilities

3. Proposers shall provide pricing per facility.

D. Decorative Wreaths and Garland

1. Proposers shall provide all labor, materials, equipment, transportation, installation, maintenance, removal, and storage necessary to furnish and install decorative holiday wreaths and garland throughout designated City facilities, parks, entryways, and streetscapes.

a. Pole-Mounted Wreaths

- i. Proposers shall furnish, install and remove pole-mounted wreaths which meet the following minimum requirements: commercial-grade artificial wreath; minimum diameter of 48 inches; UV-resistant materials suitable for outdoor use; decorated with weather-resistant ornaments, bows and greenery; integrated warm white LED lighting; commercial-grade mounting hardware compatible with decorative streetlight poles; installation at heights ranging from 3 feet to 30 feet; electrical connections hidden from public view, where applicable; secured against wind loads;
- ii. Proposers shall provide pricing per pole-mounted wreath installed

b. Building Wreath

- i. Proposers shall furnish, install, maintain, and remove building wreaths which meet the following minimum requirements: commercial-grade artificial wreath; available sizes of 48-inches, 72-inches and/or 96 inches in diameter; UV-resistant construction; decorated with weather-resistant holiday accents; LED illumination included; installation on building facades, entrance features, community centers, or recreation facilities.

- ii. Installation shall include all mounting hardware and structural supports. Proposers shall be responsible for verifying mounting stability.
- c. Decorative Garland
 - i. Proposers shall furnish, install, maintain, and remove building decorative garlands which meet the following minimum requirements: commercial-grade artificial garland; minimum diameter of 12 inches; UV-resistant outdoor-related materials; decorated with weather-resistant ornaments, ribbons, pinecones, or similar holiday accents.
 - ii. Decorative garlands may be installed on railings, fences, walls, entry features, or facility facades. Decorative garlands should be securely fastened to prevent movement during weather events.
- d. Lighted Garland
 - i. Proposers shall furnish, install, maintain, and remove lighted garlands which meet the following minimum requirements: all the requirements of decorative garland; integrated commercial-grade warm white LED lighting; outdoor-rated wiring and connections; power supplies and electrical accessories included; lighting spacing shall provide uniform illumination.
- e. Entryway Garland
 - i. Proposers shall furnish, install, maintain, and remove entryway garlands which meet the following minimum requirements: minimum finished garland diameter 18 inches; fully decorated with bows, ornaments and LED lighting; custom fitted to entrance dimensions.
 - ii. Entryway garlands shall be installed around entrance monuments, gateways, building entrances, archways, and/or decorative structures.
 - iii. Installation shall include all structural supports and mounting hardware. Proposers are responsible for field verification of dimensions.
- f. Holiday Light Tunnel
 - i. Proposers shall furnish, install, maintain, remove, and store temporary holiday light tunnel displays at City parks and facilities. Holiday light tunnels shall meet the following requirements: commercial-grade aluminum or steel frame construction; freestanding design capable of withstanding normal South Florida wind conditions; engineered or manufacturer-certified structural system; modular construction allowing installation in various locations; anchoring systems appropriate for turf, concrete, asphalt or paver surfaces; minimum tunnel length 40 feet; minimum clear width 10 feet; minimum clear height 10 feet; be able to accommodate pedestrian traffic in both directions; be fully ADA accessible; have no trip hazards, exposed wiring or obstructions; maintain minimum 5 foot clear pedestrian path throughout display; fully illuminated using commercial-grade LED lighting; minimum 90% visible tunnel surface covered with lighting elements; warm white or RGB color-changing options; programable lighting effects preferred; outdoor-rated electrical systems.

3. RESPONSE REQUIREMENTS

3.1. FORMAT, CONTENTS AND DOCUMENTS

Interested Proposers shall submit a Proposal Submittal Form and Technical Proposal. The Proposal Submittal Form must include the electronic acknowledgment and/or signature of the firm's authorized representative. The execution of the Proposal Submittal Form

constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. The Proposal Submittal Form is a Web-based form required to be filled out via OpenGov. It does not need to be included in the PDF Technical Proposal and is only required of the Prime consultant.

Proposer's Technical Proposal shall be submitted electronically through OpenGov in PDF format. Proposers should carefully follow the format and instructions outlined herein. 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 solicitation. 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 solicitation requirements. The technical proposal should address all of the points outlined in this solicitation. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the solicitation.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this Solicitation. Proposers shall not modify any of the forms provided and shall submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Technical Proposals shall consist of the following documents in the order noted below.

Cover Page

Proposer shall include a table of contents that clearly identifies the material to be included in the proposal by page number.

Table of Contents

Proposer shall include a table of contents that clearly identifies the material to be included in the proposal by page number.

Letter of Interest - Preferred Maximum of Two (2) Pages (Optional)

Proposers shall provide a letter of interest indicating their commitment to the project. Letter of interest shall include but not be limited to the following:

- Full legal company name and company type (C-Corp, S-Corp, LLC, Sole Proprietor, etc.)
- Names and titles of principals, partners, or owners as applicable;
- Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s) of contact information;
- Physical and mailing address (if different) and include any other location(s) which may perform portion(s) of the work;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief statement regarding the Respondent's interest in this project.

TAB 1: Minimum Qualifications

Company qualifications - proof of active Florida Department of State (Sunbiz) Registration

References - three (3) references demonstrating the firm has a minimum of three (3) years of experience providing similar services

Licenses and/or Certifications - provide any licenses and/or certifications in which your firm may hold.

TAB 2: Technical Proposal

Proposers shall organize their Technical Proposal in the order presented below. Each subtab shall clearly address every item requested. Failure to provide the requested information may result in the Proposer adversely affect the Proposer's evaluation score. The City reserves the right to score only the information contained within the applicable subtab.

Tab 2A - Proposer's Experience, Past Performance and Expertise of Firm's Personnel

Proposer shall provide information demonstrating the Proposer's relevant experience, qualifications, organizational capabilities, and expertise to successfully perform the requested services. including that of its key personnel and the experience and qualifications of subcontractors and their key personnel assigned to this project. Proposers shall provide references for similar projects for which they have performed work. Proposer's shall denote whether the reference project is to meet a preferred experience and qualification requirement, and/or a general project reference. Please be advised that each individual reference may be contacted by CITY staff or designee to verify the information provided. At a minimum, this subtab should include:

Company Overview:

Proposers shall identify information such as, year established, office location(s), number of full-time and seasonal employees, description of the firm's primary business and areas of specialization, years of experience providing holiday lighting and decoration services.

Relevant Experience:

Describe projects comparable in scope, size, and complexity completed, along with pictures from the project. Proposers shall provide the following for reference, client name, contact information, contract/project cost, description of services provided (number of installation locations | number and types of decorations installed), date(s) of service(s).

Proposer's shall also provide a copy of an active license(s) and/or certification(s) and any other documentation that demonstrates its experience, past performance and expertise.

Proposers shall also provide current projects or contracts recently awarded, or pending award, to include the project/contract number, contact person's name, title, and value of project, scope of work, projected or actual start date, and projected completion date.

Key Personnel

Proposers shall identify key personnel to be assigned to this project and include resumes highlighting the individuals years of experience, relevant licenses/certifications, similar projects completed and the individuals specific responsibilities for this contract.

Proposer's Resources

Proposers shall describe their resources and/or equipment available for this project, including but not limited to fleet vehicles, bucket trucks, lifts, installation equipment, warehousing and storage facilities, inventory management systems and financial stability.

Note: Proposers have a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal. Proposers are also advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), if applicable, after the response deadline specified herein, will only be allowed at the discretion of the CITY. Under no circumstances shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

Tab 2B - Project Approach, Resources, and Methodology

Proposer shall describe their overall approach to managing and delivering the project from concept development through removal and storage. At a minimum, this subtab should include:

Project Understanding:

Proposers shall describe/identify:

- Desired holiday atmosphere.
- Importance of aesthetics.
- Public safety considerations.
- Traffic and pedestrian impacts.
- Protection of City infrastructure.
- Minimizing disruption to City operations.

Project Management Plan:

Proposers shall describe/identify:

- Project management methodology.
- Primary point of contact.
- Communication procedures.
- Progress reporting.
- Coordination meetings.
- Decision-making process.
- Escalation procedures.

Design Process

Proposer shall describe their design process to include:

- Meeting with City staff.
- Developing/revising concepts.
- Obtain City approval.
- Finalize designs.

Installation Plan

Proposers shall describe/identify:

- Installation sequencing, crew sizes, equipment to be utilized, etc.
- Protection of trees, landscaping, buildings, and utilities.

Maintenance Program

Proposers shall describe/identify:

- Inspection schedule, preventive maintenance, repair procedures, Replacement inventory maintained
- Expected response times.
- Emergency response.

Removal Plan

Proposers shall describe/identify:

- Removal procedures, damage prevention measures, site restoration.

Quality Assurance / Quality Control

Proposers shall describe procedures used to assess/manage quality assurance/control.

Safety Program

Proposers shall describe/identify how the firm will ensure safety of their staff, City staff, property and patrons.

Schedule

Proposers shall provide a project schedule identifying: the number of design meetings and dates, concept development, installation, testing, removal, final closeout.

Tab 2C - Proposed Design Concepts and Products

Proposer shall provide conceptual designs that demonstrate creativity while remaining practical, maintainable, and consistent with the City's established project budget. At a minimum, this subtab should include:

Design Narrative:

Proposers shall describe/identify:

- Overall holiday theme.
- Color palette.
- Design philosophy.
- Community appeal.
- How the displays create a cohesive appearance throughout the City.

Conceptual Renderings:

Proposers shall provide:

- Colored renderings.
- Digital illustrations.
- Location-specific concepts.
- Nighttime visualizations (if available).

Products

Proposers shall provide information & images of the product(s) to be used in response to this solicitation. Products include but are not limited to:

- LED lighting.
- Decorative displays.
- Pole decorations.
- Trees.
- Garland.
- Wreaths.
- Banners.
- Animated displays.
- Specialty decorations.

Sustainability (if applicable)

Proposers shall describe/identify the following information for their products:

- Energy-efficient products.
- LED technology.
- Reusable decorations.
- Environmentally responsible materials.
- Recycling program (if applicable).

Future Expansion

Proposers shall describe/identify how the proposed system allows for expansion, replacement, reconfiguration, and/or additional decorations in future years.

Tab 2D - Price Proposal

The City has established a project budget for the services requested under this solicitation. Proposers are encouraged to maximize the quality, creativity, and overall impact of the proposed holiday lighting and decoration program while maintaining pricing within or reasonably near the City's established budget. The Price Proposal will be evaluated subjectively in conjunction with the technical proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. 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. At a minimum, this subtab should include:

Completed Price Proposal:

Proposers shall provide pricing on the form(s) supplied by the City.

Cost Breakdown:

Proposers shall provide a breakdown of their cost including:

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

- Design services.
- Project management.
- Materials.
- Decorations.
- Lighting.
- Installation.
- Equipment.
- Maintenance.
- Emergency repairs.
- Removal.
- Other associated costs, including mobilization (if applicable)

Alternate Concepts

If the proposed design exceeds the City's budget, provide one or more deductive alternatives or value-engineered options that maintain the overall design intent while reducing the project cost to within or near the City's established budget.

Additional / Optional Enhancements

Identify and provide pricing for additional / optional features or enhancements that may be added by the City if additional funding becomes available. Additional/optional enhancements shall be separately priced and shall not be included in the base proposal amount.

TAB 3: Required Forms/Affidavits (only required of the Prime Consultant)

- A. American with Disabilities Act (ADA) Nondiscrimination Statement
- B. Business Entity Affidavit
- C. Certification Regarding Debarment, Suspension, Etc.
- D. Contractor Due Diligence Affidavit.
- E. Domestic Partnership Affidavit
- F. Drug Free Workplace Certificate
- G. Employee Background Verification Affidavit
- H. E-Verify Affidavit
- I. Fair Subcontracting Practices Affidavit
- J. Florida Division of Corporations (submit proof of active registration)
- K. Foreign (Non-Florida) Corporation Form (if applicable)

- L. Foreign Country of Concern Affidavit
- M. Human Trafficking Affidavit
- N. Non-Collusion Affidavit
- O. Non-Conflict of Interest Statement
- P. Ownership Disclosure Affidavit
- Q. Public Entity Crimes Statement
- R. Sample Insurance
- S. Scrutinized Companies Affidavit
- T. W-9

3.2. COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION

Upon request, the Evaluation Committee Coordinator, on behalf of the Evaluation Committee, additional submittals and/or supplemental information after the submission deadline, may be submitted, only upon request by the City. Proposers are hereby advised that, effective with the advertisement of this solicitation, proposers and their lobbyists and consultants are prohibited from any communication with the Evaluation Committee outside of publicly noticed Evaluation Committee meetings.

The Proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as the 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 or other authorities.

3.3. SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE

Interested firms must submit their proposal electronically through OpenGov, prior to the Deadline for Receipt of Proposals, as denoted on the cover page of this Solicitation. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The City will only consider the latest version of the proposal. If applicable, Second Tier Additional Information will be requested from the Short-Listed firms. Pursuant to Florida Statute 119.071(2) and Article X of Cooper City Code of Ordinances, all proposals received will become public record 30 days after the response deadline.

The City of Cooper City is not responsible for delays caused by technical difficulty, nor caused by any other occurrence. Proposals shall not contain any external links, animations and/or videos. If there are any questions regarding OpenGov, please contact OpenGov Support at procurement-support@opengov.com.

3.4. POSTPONEMENT/CANCELLATION/IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

3.5. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

4. EVALUATION PROCESS

4.1. REVIEW OF PROPOSALS

The City will review each proposal for responsiveness and compliance; ensuring that each proposal received meets all the specified submission requirements, including submission deadlines, required documentation, and adherence to procurement guidelines. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined within this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2. EVALUATION COMMITTEE

The Evaluation Committee shall review, evaluate and rank each Proposal based on the [EVALUATION CRITERIA](#). Members of the Evaluation Committee may include but shall not be limited to, representatives of the end user agency, including any assigned project manager, or individuals who may possess a level of skill or expertise related to the scope of work. All meetings of an evaluation committee shall be open to the public in accordance with the Florida Sunshine law, as amended, and public notice shall be conspicuously posted by the City.

The evaluation Criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Committee member. Each voting member of the Evaluation Committee will first score each proposal for Technical Criteria, based on the Technical Criteria listed in [EVALUATION CRITERIA](#). Individual scores will be combined to arrive at a composite technical score for each firm. At this point, the Evaluation Committee will determine if Proposers with an unacceptably low technical score will be eliminated from further consideration. Each voting member of the Evaluation Committee will then score each proposal for Pricing Criteria, based on the Pricing Criteria listed in [EVALUATION CRITERIA](#).

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.

4.3. EVALUATION CRITERIA

Each member of the Evaluation Committee will first evaluate, assess and score proposals objectively, considering the this Request for Proposal and the technical criteria listed below. Upon the conclusion of scoring the technical criteria, Proposers may be shortlisted and Proposers with an unacceptably low technical score may be eliminated from further consideration. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Committee member below.

Technical Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

Request For Proposal #RFP2026-4
Title: Holiday Lighting and Decorations (Re-Solicitation)

1.	Proposer's Experience, Past Performance and Expertise of Firm's Personnel This criterion evaluates the Proposer's qualifications, experience, and demonstrated ability to successfully perform projects of similar size, complexity, and scope. Proposer's shall provide evidence of experience providing holiday lighting and decorative display services for municipalities, parks, commercial districts, or similarly scaled facilities. Proposers should identify their proposed project manager, designers, installation supervisors, and key personnel assigned to the project, as well as provide the experience and qualifications of each. Proposer shall demonstrate a record of successfully completing comparable projects on schedule and within budget, customer satisfaction, quality of workmanship, safety record, responsiveness, and references from previous clients.	Points Based	25 <i>(31.3% of Total)</i>
----	--	--------------	-------------------------------

Request For Proposal #RFP2026-4
Title: Holiday Lighting and Decorations (Re-Solicitation)

2.	Approach, Resources and Methodology Proposed To Deliver The Scope of Services, Including Ability to Adhere to Timeline The Proposer shall provide a detailed project approach describing how it will successfully perform all required services from initial design through removal and storage. At a minimum, the proposal should include: • A detailed work plan describing each phase of the project, including design, procurement, fabrication (if applicable), installation, maintenance, removal, inventory management, and storage. • A proposed project schedule identifying key milestones and demonstrating the ability to meet the City's required installation and removal deadlines. • A staffing plan identifying personnel assigned to each phase of the project. • An inventory of equipment, vehicles, lifts, tools, and other resources available to perform the work. • Procedures for coordinating with City staff throughout the project. • Quality assurance and quality control procedures. • Safety procedures for installation, maintenance, and removal activities. • Emergency response procedures for repairing damaged or malfunctioning decorations during the holiday season, including expected response times. • Procedures for protecting City property, utilities, landscaping, traffic, and pedestrians during installation and removal.	Points Based	30 (37.5% of Total)
----	--	--------------	------------------------

Request For Proposal #RFP2026-4
 Title: Holiday Lighting and Decorations (Re-Solicitation)

3.	Proposed Design Concepts and Products to Be Used The Proposer shall submit conceptual holiday lighting and decoration designs that reflect the City's vision of creating an attractive, festive, and cohesive holiday display throughout designated City locations. The proposal should include: • Conceptual renderings, sketches, or digital illustrations depicting the proposed holiday displays. • A narrative describing the overall design theme and how the displays will enhance the City's public spaces. • Proposed color schemes, decorative themes, and display concepts. • Identification of all proposed lighting products, decorations, hardware, mounting systems, and related materials. • Product specifications including manufacturer information, product warranties, expected service life, energy efficiency, and durability. • Description of LED lighting systems, animated displays, interactive elements, specialty décor, or other unique features, if proposed. • Description of how the proposed decorations can be reused, expanded, or modified in future holiday seasons. • Identification of any sustainable or environmentally friendly products and practices incorporated into the proposal.	Points Based	25 (31.3% of Total)
----	--	--------------	------------------------

Price Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

Request For Proposal #RFP2026-4
Title: Holiday Lighting and Decorations (Re-Solicitation)

1.	Price Proposal Proposers are encouraged to submit a comprehensive proposal that maximizes value while maintaining pricing at or near the City's established budget. Proposals that significantly exceed the City's budget without providing sufficient justification or added value may be determined to provide less value to the City. The Price Proposal shall be submitted using the forms provided and shall include all costs necessary to furnish a complete turnkey solution, including, but not limited to: • Design and project management services; • Labor, supervision, and installation; • Holiday lighting, decorations, displays, and related materials; • Equipment, vehicles, lifts, tools, and supplies; • Maintenance, repairs, and emergency service during the display period; • Removal, inventory management, and storage; • Transportation, mobilization, and demobilization; • Permits, licenses, fees, and all incidental expenses necessary to complete the work. If the Proposer's recommended design exceeds the City's established budget, the Proposer shall provide one or more alternate design options that maintain the overall aesthetic and program objectives while reducing costs to a level that is within or near the City's budget. Proposers are encouraged to identify optional enhancements or additive alternates separately from the base proposal so the City may consider them based on available funding.	Points Based	20 (100% of Total)
----	--	--------------	-----------------------

4.4. ORAL PRESENTATIONS

Upon evaluation of the criteria indicated above (Technical and price), rating and ranking, the Evaluation Committee may request Oral Presentations from Proposer(s) that the Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the Oral Presentation(s), the Evaluation Committee will re-evaluate, re-rate and re-rank the Proposers based on the Evaluation Criteria.

4.5. PRICE PROPOSAL EVALUATION

Each Proposer shall submit a Price Proposal as outlined within this solicitation. Pricing submitted in any other format will not be accepted or considered. Proposers shall provide pricing on all line items listed. Failure to do so may deem the Proposer non-responsive for the given group.

Proposer's Price Proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The Price Proposal shall be used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final pricing, terms, conditions and/or revenue of the contract as may be in the best interest of the City.

The City reserves the right to add or delete any service at any time. Should the City determine to add an additional service for which pricing was not previously secured, the City shall seek the Successful Proposer to provide reasonable cost(s). Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

4.6. NEGOTIATIONS

The City, at its sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the City engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price. Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No

Proposer shall have any rights against the City arising from such negotiations or termination thereof.

4.7. CONTRACT AWARD

Any proposed contract, resulting from this Solicitation, will be submitted to the City Manager or City Manager's designee, then to the City Commission for approval. All Proposers will be notified in writing of the decision of the City Commission, with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed below, the City's decision of whether to make the award and to which Proposer shall be final.

The City reserves the right to request and evaluate additional information from any Proposer as deemed necessary to determine responsibility. The City also reserves the right, in its sole discretion, to reject any or all proposals; to waive any minor irregularities or technicalities in proposals received; to accept any portion of a proposal or all items proposed if deemed in the best interest of the City; to award in whole or in part; to re-advertise; or to take any other action it deems necessary to serve the best interest of the City.

4.8. PROTEST

Any Proposer who is aggrieved in connection with the solicitation or award of a contract may protest may file a protest in accordance with Sec. 2-265 of the City's Code.

5. GENERAL CONDITIONS

5.1. GENERAL TERMS & CONDITIONS

The City's draft form of agreement is attached. Proposers should review the document in its ENTIRETY. By responding to this solicitation, Proposer's are agreeing to the terms and conditions listed within the City's draft form of agreement. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Supplier/Vendor Registration

Prior to award, the Proposer shall complete a City of Cooper City Supplier/Vendor Registration Package.

B. Insurance Requirements

The Contractor shall furnish to the **City**, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

C. [Add Additional As Needed]

5.2. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

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

5.3. 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 within the OpenGov Procurement Portal.

5.4. 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.

5.5. AUDITS

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

5.6. BID/PROPOSAL ACKNOWLEDGEMENT

By submitting a proposal, the Proposer certifies that they have fully read and understands the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

5.7. BID/PROPOSAL TABULATIONS

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at <https://procurement.opengov.com/portal/coopercity/projects/285800>.

5.8. CANADIAN COMPANIES

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

5.9. COLLUSION

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

- A. 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.
- B. Any prices and/or cost data quoted for this solicitation 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.
- C. 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 proposal for the purpose of restricting competition.
- D. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the award of the solicitation upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

5.10. COMPLIANCE WITH APPLICABLE LAWS

Proposer's shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Broward County, and the City.

5.11. 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.

5.12. CONTRACTOR'S COSTS

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

5.13. 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 Cooper City. Damage to public and/or private property shall be the responsibility of the Successful Proposer and shall be repaired and/or replaced at no additional cost to the City.

5.14. 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. The City further reserves the right to retain any bonds issued with the Proposal.

5.15. DEFAULT & EARLY TERMINATION

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Successful Proposer(s) shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Successful Proposer(s) shall also remain liable for any liabilities and claims related to the Successful Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

5.16. 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 proposals; re-advertise this solicitation postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the bidding process. Proposals that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all proposals are analyzed, organizations submitting 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 proposal, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this solicitation 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 proposal satisfies the criteria established in this solicitation. In all cases the City shall have no liability to any respondent for any costs or expense, incurred in connection with this solicitation or otherwise.

5.17. 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.

5.18. 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.

5.19. ELIGIBILITY

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

5.20. 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.

5.21. EVIDENCE

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

5.22. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

The City and Successful Proposer will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Successful Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

5.23. 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, or in the event of federal jurisdiction, in the Southern District of Florida.

5.24. 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 Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

5.25. INDEPENDENT CONSULTANT

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.

5.26. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of

coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

5.26.1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$250,000 per person and \$500,000 per occurrence; and Bodily Injury, Property Damage, and Personal and Advertising Injury \$250,000 per occurrence and \$500,000 in the aggregate; or combined single-limit coverage: \$500,000 in the aggregate.
- \$250,000 per person and \$500,000 per occurrence for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

5.26.2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$200,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

5.26.3. Workers' Compensation and Employer's Liability

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. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that 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.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

5.26.4. Insurance Certificate Requirements

- A. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- B. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- C. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- D. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated

Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- E. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- F. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- G. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- H. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

5.27. INVOICES/METHOD OF PAYMENT

Proposers shall bill the City periodically, but not more than once per month, upon invoices certified by the Proposer pursuant to the resultant contract. All invoices shall be taken from the books of account kept by the Proposer, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City. Each invoice shall fully detail the related costs, contain the City's contract number, Purchase Order Number, shall have a unique invoice number assigned by the Proposer and shall specify the date(s) of service and the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in

accordance with the Part VII, Chapter 218, Florida Statutes, Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

Invoices shall be submitted to the Accounts Payable division of the Finance Department at AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328; with the requesting Department labeled on the mailing envelope. The City may at any time designate a different address and/or contact person by giving written notice to the other party.

The City shall make payments to Proposer via ACH. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

5.28. 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.

5.29. MISTAKES

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

5.30. MODIFICATION OF SERVICES

While this contract is for services provided to the department referenced in this request for proposals (RFP), the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer 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 Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

5.31. MODIFICATIONS

The resultant Contract may be modified only by mutual agreement of the parties, in writing, through the issuance of a written Contract Modification.

5.32. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this solicitation 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.

5.33. NO PROPOSAL

The City asks that Firms which do not intend on submitting a proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification may be cause for removal of a supplier's name from the Bid/Proposal mailing list.

NOTE: In order to qualify as a respondent, a Proposer shall submit a "no bid" through the City's eProcurement Portal located at <https://procurement.opengov.com/portal/coopercity/projects/285800> and same shall be received no later than 3:00 pm, Monday, August 24, 2026.

5.34. NON-CONFORMANCE TO CONTRACT CONDITIONS

Services may be tested for compliance with specifications. Services delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These services and services 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.

5.35. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Proposers shall not discriminate against any person or business on the grounds of race, color, religion, sex, marital status or sexual orientation, gender identity or expression, genetic information, national origin, age, disability, or familial status.

During the performance of the resultant Contract, the Successful Proposer agrees as follows:

- A. The Successful Proposer(s) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Successful Proposer(s) 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, 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. The Successful Proposer(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Successful Proposer(s) will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Successful Proposer(s) will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Successful Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Successful Proposer(s) shall 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.
- E. The Successful Proposer(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the Successful Proposer's noncompliance with the nondiscrimination clauses of this solicitation or with any of the said rules, regulations, or orders, the resultant Contract may be canceled, terminated, or suspended in whole or in part and the Successful Proposer(s) may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- G. The Successful Proposer(s) shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) 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. The Successful Proposer(s) shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Successful Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer(s) may request the United States to enter into such litigation to protect the interests of the United States.
- H. The Successful Proposer(s) shall include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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. The Successful Proposer(s) shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Successful Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Successful Proposer(s) may request the United States to enter into such litigation to protect the interests of the United States.

Proposers shall be in compliance with and agree to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of The American with Disabilities Act of 1990 (ADA).

5.36. NON-EXCLUSIVE

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

5.37. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Proposer warrants that the products supplied and services rendered 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.

5.38. ORGANIZATIONAL CONFLICT OF INTEREST

The City adopts the provisions of this Section to govern potential conflicts of interest. It is the policy of the City, implemented through this Section, to identify, analyze and address organizational conflicts of interest that might otherwise exist in order to maintain the public's trust in the integrity and fairness of the City's contracting for the Project and to protect the business interests of the City thereby safeguarding public dollars. This policy shall be supplemental to and not in derogation of the requirements of law relating to conflicts of interest, including, but not limited to, the City's Code of Ethics.

An organizational conflict of interest is a situation in which a person: (a) under a contract with the City including a particular work order

or defined task, is required to exercise judgment to assist the City in a matter (such as in drafting specifications or assessing another consultant's or contractor's proposal or performance) and the person has a direct or indirect financial or other interest at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the person may be improperly influenced by its own interests rather than the best interest of the City, or (b) would have an unfair competitive advantage in a City competitive solicitation as a result of having performed work on a City contract that put the person in a position to influence the result of the Solicitation.

Any person's: (a) execution of an Agreement as a result of this solicitation, or the agreement to perform any portion of the work thereunder or (b) making any claim for payment thereunder, constitutes such person's certification to the City that the person does not have knowledge of any organizational conflicts of interest to exist in performing the work under those agreements. The City may at any time require the person to execute an express written certification that after diligent inquiry the person does not have knowledge of any organizational conflict of interest. The City may also require the person to set forth in writing the scope of the inquiry conducted to make the express certification. Failure to make diligent inquiry, to disclose a known conflict or potential conflict, or to execute the documents required to be produced may be considered, if pre-award, a reason for disqualification of the Proposal, and following award, a material breach of an awarded Agreement.

A. Identification of Organizational Conflict of Interest

1. Proposers shall be obligated to disclose to the City any organizational conflict of interest, or the potential for the same to occur, immediately upon its discovery. The disclosure shall identify the organizational conflict of interest with sufficient detail for the City's analysis and shall propose a method to address the same. Such disclosure may also be reported to the Broward Office of the Inspector General (OIG) or to the Florida Commission on Ethics. The inquiry may propose a methodology to identify and address any potential organizational conflict of interest, particularly in those instances where the Proposer offers to use the same subcontractors or sub-consultants which firms are engaged in other contracts related to the Project where such use is not specifically prohibited by the advance restrictions set forth below. The potential for organizational conflicts of interest, and the methodology offered to prevent organizational conflicts of interest, may be evaluated by the City as a criterion for selection.

B. Addressing Organizational Conflicts of Interest

1. The City will analyze and address organizational conflicts of interest on a case-by-case basis, because such conflicts arise in various, and often unique, factual settings. The City's Procurement Manager or designee Director, with the assistance of such other persons as he/she may deem appropriate, shall make the final decision as to how to address an organizational conflict of interest. The City shall consider the specific facts and circumstances of the contracting situation and the nature and potential extent of the risks associated with an organizational conflict of interest when determining what method or methods of addressing the conflict will be appropriate. When an organizational conflict of interest is such that it risks impairing the integrity of the Project, then the City must take action to substantially reduce or eliminate those risks. If the only risk created by an organizational conflict of interest is a performance risk relating to the City's business interests, then the City shall have broader discretion in accepting some or all of the performance risk, but only when the potential harm to the City's interest is outweighed by the expected benefit from having the conflicted person perform the contract.

C. Measures to Address Organizational Conflicts of Interest

1. The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the City's Procurement Manager or designee, and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b)

requiring the Proposer, its Team Members, its Key Personnel, or its subcontractors or sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the subcontractor, sub-consultant or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific duties to mitigate organizational conflicts of interest, (g) requiring persons who are conflict free to perform identified areas of work, (h) requiring the person to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

D. Documentation and Evaluation

1. The City's Procurement Manager or designee Director will set forth a written explanation, to be included in the Solicitation file, of the methodology used to address an identified organizational conflict of interest. The City shall periodically evaluate the effectiveness of the methodology in the protection of the Project. Upon the rendering of a decision regarding the resolution of a reported conflict of interest, a copy of any findings may be forwarded to the Broward Office of the Inspector General (OIG) or to the Florida Commission on Ethics.

E. Organizational Conflicts of Interest which are not Remedied

1. If in the sole discretion of the City there is no measure or combination of measures which protect the City against the organizational conflict of interest, the Proposer, or its Key Personnel, may not perform the subject work. The City may in its discretion, if pre-award, decide not to award an Agreement to the affected Proposer, and following award, terminate an Agreement, or portion thereof, which the person has materially breached because of such inability to perform.

5.39. 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.

5.40. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

PROPOSERS AND PROPOSERS ARE HEREBY NOTIFIED OF THE INCLUSION OF FLORIDA STATUTE §287.05701, AS MAY BE AMENDED, REGARDING CONSIDERATION OF VENDOR RESPONSIBILITY:

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

- A. As used in this section, the term "awarding body" means:
 1. For state contracts, an agency, or the department.
 2. For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- B. An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
 1. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- C. Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

5.41. PROHIBITION AGAINST LOBBYING

Pursuant to Sec. 2-267 of the City's Code, Ethics In Public Contracting, prohibition against lobbying:

- a. During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled commission meetings, or meetings scheduled through the Purchasing Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.
- b. During a formal solicitation process, contact with personnel of the City of Cooper City other than the purchasing agent or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

5.42. 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 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.

5.43. PROPOSER DUE DILIGENCE AND PROFESSIONAL ADVICE

Each Proposer must satisfy itself, by personal investigation, due diligence, and any other lawful means it deems necessary, as to the conditions affecting the Project and the cost thereof. Each Proposer is solely responsible for conducting its own independent research and due diligence for the preparation of a Proposal. As part of its due diligence, the Proposer must review the documents that the City provides.

The City makes no representations or warranties, express or implied, and assumes no liability whatsoever, with respect to revenues, payments, costs or the consequences of federal, state, local or other income tax treatment of Selected Proposer under the Lease Agreement.

Information derived from any part of this solicitation, or from the City or its advisors, does not relieve the Proposer, its Team Members or Subcontractors from any risk associated with providing or undertaking the Project, delivering and undertaking the Services required hereunder, and otherwise meeting the requirements of this solicitation. The City and its advisors are not responsible for the completeness or accuracy of any information presented in this solicitation, contained in any attachment hereto, or which may otherwise be distributed or made available during the procurement process. If any mistake, error, or ambiguity is identified by the Proposer at any time during the procurement process in any of the documents supplied by the City, the Proposer shall have a duty to immediately notify the City in writing thereof.

Each Proposer shall be fully informed as to the contents of this solicitation and shall be solely responsible for ensuring that its Proposal

complies with City and other applicable requirements. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, if the City determines that the Proposer did not follow the requirements of this solicitation.

Each Proposer is responsible for obtaining professional advice from its own advisors and experts. This includes legal advice together with any other professional advice a Proposer determines to be appropriate or necessary. Proposers are responsible for carefully reviewing the minimum insurance and bonding requirements set forth in the solicitation and shall take these minimum insurance and bonding requirements into account in developing their respective Proposals.

5.44. 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 proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All 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.

5.45. PROTESTS, APPEALS AND DISPUTES

Any actual or prospective proposer, bidder, 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. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cooper City, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed. (see [Cooper City Code of Ordinances Section 2-265](#) for further information.)

5.46. PUBLIC ENTITY CRIMES

Pursuant to Paragraph (2)(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.47. 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

5.48. RECORDS RETENTION

The Successful Proposer 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.

5.49. 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 or other authorities.

5.50. SCRUTINIZED COMPANIES

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as amended or revised.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, as amended or revised, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. pursuant to paragraph (2) of Section 287.135 of the Florida Statutes, as amended or revised.

5.51. 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.

5.52. 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.

5.53. TERMINATION

A. 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.

B. City Termination

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:
 - a. Contractor shall abandon as hereinafter defined, the performance of 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 service.
 - b. 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.
 - c. 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;
 - iv. 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.
 - d. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to the 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.
 - e. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.
 - f. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement. 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.

C. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving

written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

D. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

5.54. 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.

6. ATTACHMENTS & EXHIBITS

7. PROPOSER INFORMATION

7.1. PROPOSAL SUBMITTAL FORM

Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the OpenGov Procurement Project Portal at <https://procurement.opengov.com/portal/coopercity/projects/285800>

The following material is required to be submitted by Monday, August 24, 2026 for a contractor to be considered.

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:

- Consultant Identification
- Technical Proposal
- Cost Proposal (if applicable)

1. Proposer Identification

1.1. *Legal name of entity and Federal Employer Identification Number (FEIN):**

Maximum response length: 100 characters

*Response required

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

1.2. *Provide the address to your firm's principal place of business, if different than the address in your firm's vendor profile.*

Maximum response length: 100 characters

1.3. *Provide your firm's operating address.**

Maximum response length: 300 characters

*Response required

1.4. *Indicate your firm's organizational structure.**

☐ C-Corporation

☐ Joint Venture

☐ Limited Liability Corporation (LLC)

☐ Partnership

☐ S-Corporation

☐ Sole Proprietorship

☐ Other (explain):

*Response required

1.5. *List the names of subcontractors/subconsultants which will be to provide the requested goods and/or services.**

*Response required

1.6. *Provide the name, title, phone number and email address for your firm's primary contact for this solicitation.**

Maximum response length: 150 characters

*Response required

1.7. *List all owners and/or partners of the entity. Ensure to include the percentage of ownership for each owner/partner.**

Maximum response length: 200 characters

*Response required

1.8. *Are any of the owners/partners listed above owners/partners of other entities? If yes, identify the name of the owner/partner, other company names and percentage of ownership.**

*Response required

1.9. *Provide the name, title, telephone number and email address for your firm's Authorized Signatory Contact.**

*Response required

1.10. *Provide the total number of employees of your entity.**

Maximum response length: 20 characters

*Response required

1.11. *Will a Labor Force Company be used to provide any workers?**

☐ Yes

☐ No

*Response required

1.12. *Are any owner(s)/principal(s)/person(s) with ownership interest in the company a City of Cooper City Elected Official, Agency Board Member or Employee?**

☐ Yes

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

☐ No

*Response required

1.13. *Are any immediate family members of your entity's owner(s)/principal(s)/person(s) with ownership interest in the company a City of Cooper City Elected Official, Agency Board Member or Employee?**

☐ Yes

☐ No

*Response required

1.14. *Have any lawsuits been file against your company in the past 5 years?**

☐ Yes

☐ No

*Response required

1.15. *If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.*

1.16. *To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.**

☐ Yes

☐ No

*Response required

1.17. *If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.*

1.18. *Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County, or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?*

☐ Yes

☐ No

1.19. *If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.*

1.20. *Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?**

☐ Yes

☐ No

*Response required

1.21. *If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.*

1.22. *Has the entity or its principals failed to qualify as a responsible offeror, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?**

☐ Yes

☐ No

*Response required

1.23. *If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.*

1.24. *Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?**

☐ Yes

☐ No

*Response required

1.25. *If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.*

2. **Technical & Price Proposal**

2.1. *Technical & Price Proposal**

Proposer's Technical Proposal shall be submitted in PDF format under this subsection. Proposers should carefully follow the format and instructions outlined within the solicitation.

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 solicitation. 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 solicitation requirements.

The technical proposal should address all of the points outlined in this solicitation. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the solicitation.

The price 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 price 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.

Notes:

A. The proposer is advised to consider any inflation expected during the term of the contract.

B. Alternate proposals will not be considered unless authorized in the RFP document.

- [Project Reference Form.pdf](#)
- [Required Forms and Affidavi...](#)
- [RFP2026-4 - Price Proposal.pdf](#)

*Response required

3. **Submitter's Authorized Representative's Signature & Date:**

3.1. *THE EXECUTION OF THIS FORM CONSTITUTES THE CONSENT OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS SUBMITTAL AND THE SOLICITATION. FAILURE TO SIGN WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE MAY RENDER THE SUBMITTER NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE SUBMITTER TO THE TERMS OF ITS SUBMITTAL AND THE SOLICITATION.**

Maximum response length: 50 characters

Request For Proposal #RFP2026-4

Title: Holiday Lighting and Decorations (Re-Solicitation)

*Response required

3.2. *Date of Signature.**

Maximum response length: 10 characters

*Response required

**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 12101-12213 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, 29 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

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

SAMPLE ONLY - HIGHLIGHTED FIELDS INDICATE NECESSARY INFORMATION

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder in an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement of this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NAME OF INSURANCE COMPANY ADDRESS CITY, STATE, ZIP CODE	CONTACT NAME: NAME OF AGENT	
	PHONE (A/C, No, Ext): AGENCY PHONE NUMBER	FAX (A/C, No):
	EMAIL ADDRESS: AGENCY EMAIL	
	INSURER(S) AFFORDING COVERAGE	
	INSURANCE CARRIER(S) NAMES	
INSURED NAME OF VENDOR COMPANY NAME ADDRESS CITY, STATE, ZIP CODE		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MA HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	☒		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			MUST SHOW PROOF OF WC AND DISABILITY INSURANCE ON SEPARATE FORM			WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES

The City of Cooper City, its employees, agents, volunteers, independent contractors, successors and assigns, and other authorized representatives are included as Additional Insured on a primary and non-contributory basis, per the attached endorsement. The City shall be granted a Blanket Waiver of Subrogation per the attached endorsement. The Contractor waives, and the Contractor shall ensure that the Subcontractor and the Contractor's insurance carrier waives, all subrogation rights against the City, its employees, agents, volunteers, independent contractors, successors and assigns, and other authorized representatives for all losses or damages.

CERTIFICATE HOLDER

CANCELLATION

City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The local Proposer/Bidder hereby certifies that they have searched the records from the Excluded Party System List (EPSL) at this [web link](#) to verify that the named consultant/contractor and sub-consultants/subcontractors do not have an active exclusion. Include all sub-consultants/subcontractors. (Click on ADVANCED SEARCH - EXCLUSION.)

Printed Name of Authorized Representative

Local Government (City/Town)

Signature of Authorized Representative

Title

Project Number

Project Name

Name of Consultant/Contractor

Date

Name of Sub-consultant/Subcontractor

Date

Name of Sub-consultant/Subcontractor

Date

Name of Sub-consultant/Subcontractor

Date

Use additional sheets as necessary.

City of Cooper City

Contractor Due Diligence Affidavit

City Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million (\$1,000,000.00) or that must be presented to the Commission for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal email notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to the City of Cooper City or not.

All of the above information shall be attached to the executed affidavit and submitted to the Purchasing Division. The Vendor/Contractor attests to providing all of the above information, if applicable to the Purchasing Division.

Contract No. : Federal Employer
Identification Number (FEIN):
Contract Title:

 Printed Name of Affiant	 Printed Title of Affiant	 Signature of Affiant
 Name of Firm		 Date
 Address of Firm	 State	 Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

AFFIDAVIT OF CRIMINAL BACKGROUND SCREENING

COMPANY/ORGANIZATION NAME: _____ DATE: _____

COMPLETED AS:

☐ Registered Vendor ☐ Special Event Vendor ☐ Advantage Marketing ☐ Other: _____

☐ Permittee for: _____ on _____
Event Name Event Date

By signing this form, I am swearing or affirming that all individuals, including, but not limited to, employees, agents, volunteers, and independent contractors (collectively "Personnel") employed or retained by the above named company/organization to provide goods or services on park property are not listed on at least one of these databases:

Florida Department of Law Enforcement Sexual Offender/Predator database: www.fdle.state.fl.us

United States Department of Justice National Sex Offender Public Website: www.nsopw.gov

The information in this Affidavit is current and valid as of the date of completion. If additional Personnel are brought on to provide goods or services on park property, Affiant shall provide an updated Affidavit.

In the table below, please list all Personnel, including yourself, providing goods or services on park property. Include name, date of birth, and the date you checked the sexual offender databases listed on this form.

Name	Birthdate	Date Checked

(Use separate sheet of paper for additional names if necessary)

Signature of Affiant

State of Florida, County of Broward

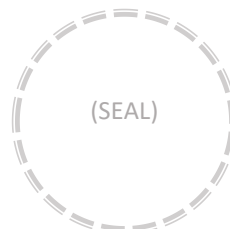
Signed and sworn or affirmed to me this ____ day of _____, 20____, by _____
(Name of Affiant)

My commission expires

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

- [] Personally known to me, or
[] Provided identification

Type of identification: _____
DO NOT INCLUDE LICENSE NUMBER



DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Cooper City's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____.
(Attach explanation of its applicability)

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete, and correct.

Signature

Print Name

STATE: _____ COUNTY: _____	
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</i>
	_____ <i>Name of Notary Public (Typed, Printed, Stamped)</i>
Personally Known: _____ OR Identification Produced: _____	
Type of Identification Produced: _____	

DRUG FREE WORKPLACE CERTIFICATE

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

- 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.
- 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.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- 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 five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- 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.
- 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

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 _____

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: **FLORIDA**

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL)

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

**E-VERIFY/ CONTRACTOR/
VENDOR AFFIDAVIT**

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____,
who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the _____ of
_____ (the "Contractor/Vendor").
4. I am authorized by _____ to make this Affidavit on behalf of Contractor/Vendor.
5. Contractor/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with the City.

9. Contractor/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.

10. Contractor/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Vendor, nor any subcontractor of Contractor/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Vendor, or any subcontractor of Contractor/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with the City, it shall provide immediate notice thereof to the City.

Signature of Affiant
on behalf of Contractor/Vendor

By: _____

As its: _____

Dated: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public of the State of Florida

My Commission Expires:

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.

_____ (a) Maintaining, defending, or settling any proceedings.

_____ (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.

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

FOREIGN COUNTRY OF CONCERN AFFIDAVIT PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity” from entering into or extending contracts with any other entity whereby such a contract, or an extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.” Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest, and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of the Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country or Concern has a principal controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name:

Vendor FEIN:

Vendor’s Authorized Representative Name and Title:

Address:

City:

State:

Zip Code:

Phone Number:

Email Address:

Certified By:

AUTHORIZED SIGNATURE

Print Name and Title:

Date:

¹As defined in Section 287.138 (1)(d), Florida Statutes

²As defined in Section 287.138 (1)(c), Florida Statutes

³As defined in Section 287.138 (1)(a), Florida Statutes

HUMAN TRAFFICKING AFFIDAVIT

In compliance with Section 787.06(13), Florida Statutes, this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of _____ (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of Nongovernmental Entity)
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Governmental Entity.

Company: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this price is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Cooper City officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer’s business who is in a position to influence this procurement. Any City of Cooper City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Cooper City Code of Ordinances.

<u>NAME</u>	<u>RELATIONSHIP</u>

Signature

STATE:

COUNTY:

Sworn to (or affirmed) and subscribed before me this

 day of

 , 20

 , by:

 .

(NOTARY SEAL)

Name of Person Making Statement

Signature of Notary Public

Name of Notary Public (Typed, Printed, Stamped)

Personally Known:

 OR Identification Produced:

Type of Identification Produced:

NON-CONFLICT OF INTEREST STATEMENT

1. A. I am the _____ of _____ with a
[Insert Title] [Insert Company Name]
a local office in _____ and principal office in _____.
2. The entity hereby submits a proposal/offer in response to RFP 2024-6-FIN, BANKING SERVICES.
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Printed Name & Title of Affiant

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:

Full Legal Name

Address

Ownership

%

%

%

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

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. 50th 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
9090 SW 50th Place
COOPER CITY, FL 33328

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)

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

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)

**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 proposals 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, 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.

Signature

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
				-				-				
or												
Employer identification number												

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.

Sign Here	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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CLIENT REFERENCE LETTER

This reference letter shall be completed and submitted by the Bidder/Proposer as part of its proposal submission. The Bidder/Proposer shall provide information regarding previous or current contracts/projects performed for the referenced Client/Public Entity.

Solicitation No: _____

Solicitation Title: _____

Name of Bidder/Proposer: _____

Name of Client/Public Entity: _____

Contact Person: _____

Title: _____

Telephone Number: _____

Email Address: _____

Project Number/Name of Project: _____

Scope of Work:

Initial Value of Contract/Project: _____

Is the Contract/Project Active? Yes ☐ No ☐

Final Contract Value: _____

PRICE PROPOSAL

Holiday Lighting and Decorations

Proposer Name: _____

The City has established an **estimated annual budget of \$23,500.00** for the services contemplated under this solicitation. Proposers are encouraged to submit pricing that provides the greatest overall value while remaining within or reasonably near the City's estimated annual budget.

Pricing shall include all labor, supervision, project management, materials, equipment, transportation, installation, maintenance, removal, storage, permits, overhead, profit, and all other costs necessary to provide a complete turnkey holiday lighting and decoration program in accordance with the requirements of the solicitation

Annual Base Pricing

Contract Period	Annual Lump Sum Price
Year 1	_____
Year 2	_____
Year 3	_____
3-Year Initial Term Total:	_____
1st Renewal	_____
2nd Renewal	_____
3rd Renewal	_____
Total of 3 Renewal Terms:	_____
TOTAL PROPOSED CONTRACT VALUE	_____

Optional / Additional Services

The following pricing shall be used only if authorized in writing by the City and shall not be included in the Base Annual Pricing.

Description	Unit	Unit Price
Additional Tree Lighting Up to 20 Feet	Per Tree	_____
Additional Tree Lighting 21–35 Feet	Per Tree	_____
Additional Tree Lighting 36–50 Feet	Per Tree	_____
Additional Tree Lighting Over 50 Feet	Per Tree	_____
Entrance Monument Uplighting – Flamingo Road Entrances	Per Location	_____
Entrance Monument Uplighting – Griffin Road Entrances	Per Location	_____
Entrance Monument Uplighting – Sheridan Street Entrances	Per Location	_____
Entrance Monument Uplighting –	Per Location	_____

Title: _____

Company: _____

Date: _____

**RFP2024-4, HOLIDAY LIGHTING AND DECORATIONS
AGREEMENT**

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, 20____, by and between:

CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "City")

and

[CONTRACTOR LEGAL NAME], a [State] [Entity Type], authorized to do business in the State of Florida, with a business address of [Address] (hereinafter referred to as the "Contractor"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Contractor has offered to provide [describe goods/services], on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), [Solicitation Type] No. [Number] and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated [Date], which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Contractor such [goods/services] for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1. PREAMBLE

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.

a) On [Day], [Date], the City advertised its notice to [bidders/proposers] of the City's desire to hire a firm to provide [description of goods/services] as more particularly described in **Appendix "A"** attached hereto and by this reference made a part hereof, for the said [solicitation type] entitled:

[Solicitation Number]
"[Project Title]"

b) On [Date], the [bids/proposals] were opened.

c) On _____ day of _____, 20____, the City awarded the [bid/RFP] to Contractor and approved an agreement with Contractor consistent with the terms and conditions set forth herein.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing Proposal (including any Attachments thereto); 4) City of Cooper City [Solicitation Number] and any associated addenda and other exhibits and attachments; 5) the Contractor's Proposal. This Agreement shall supersede any "click-through" terms and conditions that may be imbedded in any license software or service agreement(s).

ARTICLE 3. NATURE OF THE AGREEMENT

3.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

3.2 The Contractor shall provide the goods or services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the City in all aspects of the goods or services performed hereunder.

3.3 The Contractor acknowledges this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all goods or services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement, the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.

3.4 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Work that is necessary for the completion of this Contract. All work shall be accomplished at the direction of the City's Project Manager and shall meet the requirements of this Agreement.

3.5 The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services (Appendix A). The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. A policy change resulting in a material change to the Scope of Services (Appendix A) will be addressed via a contract modification/amendment. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

3.6 The City reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

ARTICLE 4. TERM

a) The Contract shall become effective on the date identified on the first page of the Agreement and shall continue through the last day of the [____ () month, or [end date]. The City reserves the right to exercise the option to renew this Contract for **[one (1), additional ____ () year term]**, subject to the written consent and agreement by both parties.

b) The City reserves the right to exercise its option to extend this Contract for up to one hundred eighty (180) calendar days beyond the current Contract period. If exercised, the City will notify the Contractor of the extension in writing. This Contract may be extended beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the City and the Contractor, upon approval by the City Commission.

ARTICLE 5. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or 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:

- a) to the Project Manager
[Name], [Title]
City of Cooper City, [Department]

[Address]
Cooper City, Florida [Zip]
Telephone No. [Phone]
[Email]

and,

b) to the Contract Manager
Tyrone White, Purchasing Manager
City of Cooper City, Procurement
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Purchasing@CooperCity.gov

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
JHorowitz@gorencherof.com

CONTRACTOR:

[Contractor Legal Name]
Attn: [Contact Name], [Title]
[Address]
[City, State, Zip]
Telephone No. [Phone]
[Email]

ARTICLE 6. PAYMENT FOR GOODS/SERVICES AND AMOUNT OBLIGATED

a) The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price of Services. The compensation for all goods or services performed under this Contract, including all costs associated with such goods or services, shall be paid in accordance with Appendix B. The City shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the Contractor.

b) All changes or modifications to this Contract shall be approved and executed in writing by the City and the Contractor. All goods or services undertaken by the Contractor before City's approval of this Contract or after the expiration of this contract shall be at the Contractor's risk and expense.

c) With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. PRICING

Prices shall be as stipulated in Appendix B for the term of the contract, including any option-to-renew or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. COMPENSATION AND METHOD OF PAYMENT

a) Contractor shall invoice the City [periodically / monthly] for goods or services provided. The price for such goods or services shall be calculated in accordance with the Price Schedule attached hereto as Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the City, and shall show the City's contract number, purchase order number, date of service, description of work performed, and have a unique invoice number assigned by the Contractor. In accordance with Section 218.74 of the Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) calendar days from receipt of a proper invoice.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the CONTRACTOR to the City to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the Contractor.

b) All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 9. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

a) City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Appendix "A", to be provided under this Agreement. These changes will affect the 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.

b) 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 10. INDEMNIFICATION

a) 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 subcontractors. 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. 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.

b) 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 11. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, or endorsements required herein protect the interests of the City, and these coverages, limits, or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained

herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors. The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

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. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that 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.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Professional Liability (Errors & Omissions) [if applicable]

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty,

or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

ARTICLE 12. INDEPENDENT CONTRACTOR / CONSULTANT

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

ARTICLE 13. SERVICES AND RESPONSIBILITIES/MANNER OF PERFORMANCE

a) Contractor hereby agrees to provide [goods/services], as more particularly described in Appendix "A" attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, "[Solicitation Number]", "[Project Title]" and Contractor's response thereto. Contractor agrees to do everything required by this Agreement, the [Invitation to Bid / Request for Proposals] Package, Addenda to this Agreement, and Commission award complete with proposal form. The City shall be entitled to a satisfactory performance of all goods or services described herein and to full and prompt cooperation by the Contractor in all aspects of the goods or services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person providing goods or services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) 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.

c) 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 the goods or services to be provided by Contractor pursuant to the terms of this Agreement.

d) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

e) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

f) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and license as necessary to perform the Services described herein, in a competent and professional manner.

g) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in providing the goods or services.

h) Contractor shall not utilize the services of any subcontractor without the prior written approval of City.

i) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees. City of Cooper City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 15. AUTHORITY OF THE CITY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of where the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought,

if at all, before the City Manager within ten (10) days of the occurrence, event or act out of which the dispute arises.

e) The City Manager may base this decision on such assistance as may be desirable including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provision of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/RECORD KEEPING

a) The Contractor shall maintain and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. RECORDS

Contractor shall keep such records and accounts and require any and all subcontractors 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 five (5) years after the expiration of 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.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least fourteen (14) business days prior to effecting such substitution.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the goods or services which the Subcontractor is to do, the place of business of such Subcontractor and such other information as the City may require. The City will have the right to require the Contractor not to award a subcontract to a person, firm or corporation disapproved by the City.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the goods or services performed. Such goods or services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience and ample financial resources to provide the goods or services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent or otherwise impair the performance of the Contractor's

obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. With each such subcontract, there shall be a clause for the benefit of the City in the event the City finds the Contractor in breach of this Contract, permitting the City to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the City to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTIONS, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the City for reasons including, but not limited to: (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 24), or (ii) Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement.
- b) Default by CONTRACTOR: This Agreement may also be terminated for convenience by the City. Termination for convenience is effective on the termination date stated in the written notice provided by the City.
- c) Termination for Convenience: If City terminates this Agreement for cause under Article 23 above, the City may, at its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

d) Termination for Unappropriated Funds: The CITY reserves the right, in its best interest as determined by the CITY, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the CONTRACTOR at least thirty (30) days prior to the effective date of such cancellation. The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

e) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Sec. 2-266 of Cooper City Procurement Code.

f) In the event that the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

- i. stop Work on the date specified in the notice (the "Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the City's materials and property;
- iii. cancel orders;
- iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the City under this Agreement; and
- vi. reimburse the City a proration of any prepayments, if any.

g) In the event that the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

h) All compensation pursuant to this Article are subject to audit.

i) In the event the Contractor fails to cure an Event of Default timely, the City may terminate this Agreement, and the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has not delivered Deliverables or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the City where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b) below;
- vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:

- i. treat such failure as a repudiation or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- iii. require the CONTRACTOR to pay all attorneys' fees and court costs incurred by CITY defending any suit or action arising from this Agreement, including any costs incurred to collect any liquidated damages.
- iv. may procure the required goods and/or services from any source and use any method deemed in its best interest, with all re-procurement costs being borne by the terminated CONTRACTOR. The CONTRACTOR shall be responsible for all other direct damages incurred by the City arising out of the breach.

- iv. retain any bonds issued with the proposal, if applicable.

ARTICLE 25. NOTICE OF DEFAULT – OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City shall notify the Contractor (the “Default Notice”), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City’s reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City’s rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor’s default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City’s continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of

attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option, (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents,

Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All Developed Works shall become the property of the City.

c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

- c) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- g) Section 448.07 of the Florida Statutes “Wage Rate Discrimination Based on Sex Prohibited”.
- h) Any other laws prohibiting wage rate discrimination based on sex.
- i) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- j) Executive Order 12549 “Debarment and Suspension”, which stipulates that no contract(s) are “to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs”.

The Contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and

c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 35. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. VENUE/GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. All agents, employees and subcontractors of the CONTRACTOR retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 37. PUBLIC RECORDS

a) The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
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
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.

b) 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 CONSULTANT HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES,
TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**[City Clerk Name]
CITY CLERK
CITY OF COOPER CITY
9090 SW 50th Place
Cooper City, FL 33328
(954) 434-4300
PRR@COOPERCITY.GOV**

ARTICLE 38. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

"Force Majeure," under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics or pandemic, adverse governmental conditions or conduct of third parties.

Neither the City nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to City operations. The City maintains the right to terminate the Contract for convenience or obtain the goods or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. SCRUTINIZED COMPANIES — 287.135 AND 215.473

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 40. E-VERIFY

a) 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 41. 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.

ARTICLE 42. 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.

ARTICLE 43. 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.

ARTICLE 44. 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.

ARTICLE 45. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 46. APPENDIXES/EXHIBITS

The Appendixes and Exhibits referenced herein are attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 47. 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.

ARTICLE 48. 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.

ARTICLE 49. 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.

ARTICLE 50. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 51. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

Pursuant to Section 287.138, Florida Statutes ("F.S."), entities submitting a bid, proposal, quote or other response, or otherwise entering into a contract with a governmental entity are required to affirm by way of an Affidavit that the entity is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the entity is owned by a government of a foreign country of concern; b) a government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. This Agreement shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 52. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews: The City has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the City deems it appropriate to do so. Upon written notice from the City, the CONTRACTOR shall make available to the IPSIG retained by the City, all requested records and documentation pertaining to any Agreement entered into for inspection and reproduction. The City shall be responsible for the payment of these IPSIG services, and under no circumstance shall the selected proposer's prices and any changes thereto approved by the City, be inclusive of any charges relating to these IPSIG services.

Cooperation Broward County Office of Inspector General (OIG):

(a) Oversight Authority. The Proposer understands and accepts that the Broward County Office of Inspector General ("OIG"), established pursuant to Section 10.01 of the Broward County Charter, has the independent authority to review, audit, and investigate how governmental agreements are performed and how contractors, vendors, and entities are paid using public funds. The CONTRACTOR acknowledges that this authority extends to the municipal functions, public records, and contract operations of the City of Cooper City ("City").

(b) Obligation to Cooperate. The CONTRACTOR agrees to fully cooperate with the OIG in any audit, inquiry, inspection, or investigation conducted by the OIG regarding this Agreement, the performance of services hereunder, or the utilization of public funds related to this Agreement.

(c) Access to Records and Personnel. In connection with any OIG investigation, audit, or review, the CONTRACTOR shall make available to the OIG all records, books, data, communications, electronic files, invoices, and documents requested. The CONTRACTOR shall also grant OIG staff reasonable access to its personnel, facilities, and subcontractors during regular business hours.

(d) Subcontractor Requirements. The CONTRACTOR agrees to incorporate the substance of this entire clause into all subcontracts executed for the performance of work or the provision of goods under this Agreement. The failure of any subcontractor to comply with this requirement shall constitute a material breach of this Agreement by the CONTRACTOR.

(e) Enforcement and Sanctions. Pursuant to the Broward County Charter, the OIG is empowered to subpoena witnesses, administer oaths, and compel the production of records. A failure or refusal by the CONTRACTOR to comply with the mandates of this clause may result in the immediate suspension or termination of this Agreement for cause by the City, the withholding of contract payments by the City, or potential debarment from future City contract awards.

ARTICLE 53. NON-EXCLUSIVE

CONTRACTOR understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services from another vendor at the CITY's sole option.

ARTICLE 54. VENDOR REGISTRATION

The CONTRACTOR shall be fully registered and approved as a vendor with the CITY prior to commencing any work, providing any goods or services, receiving any Purchase Order or Notice to Proceed, or otherwise conducting business with the CITY under this Contract. The CONTRACTOR shall timely complete all vendor registration requirements established by the CITY and shall provide all forms, documentation, certifications, tax information, insurance information, and other information required to obtain and maintain an active and approved vendor status.

The CONTRACTOR shall be responsible for ensuring that all information submitted as part of the vendor registration process is complete, accurate, and current throughout the term of the Contract. The CONTRACTOR shall promptly provide any additional information or documentation requested by the City that is necessary to complete, verify, update, or maintain its vendor registration and approval.

Execution or award of this Contract does not constitute or guarantee approval of the CONTRACTOR's vendor registration. The CONTRACTOR shall not perform any work, provide any goods or services, or incur any costs for which it expects payment from the CITY until the CONTRACTOR has been fully registered and approved by the CITY and has received written authorization to proceed, when applicable.

Failure of the CONTRACTOR to timely complete the CITY's vendor registration process or obtain and maintain approved vendor status shall constitute grounds for the CITY to suspend performance, withhold the issuance of a Purchase Order or Notice to Proceed, withhold payment to the extent permitted by law, or terminate this Contract, in whole or in part, without liability to the CITY. Unless otherwise determined by the CITY, the CONTRACTOR shall complete all vendor registration requirements within the timeframe established by the CITY following notice of award or execution of the Contract.

The CITY may, in its sole discretion, provide the CONTRACTOR an opportunity to cure any deficiency in its vendor registration. Nothing herein shall obligate the CITY to extend any deadline, authorize performance before vendor approval, or waive any registration requirement.

ARTICLE 55. ADDITIONAL SERVICES, MODIFICATIONS AND CHANGES TO SCOPE

Although this Contract is primarily intended for services provided to the department identified in the Solicitation, the CITY may require the CONTRACTOR to provide the same or similar services to other CITY departments, facilities, or operations. The CONTRACTOR agrees to provide such services, provided the requested services are within the general scope of the Contract and do not impose an unreasonable or undue burden on the CONTRACTOR.

The CITY reserves the right to add, delete, reduce, or modify any portion of the Work or Services. The CONTRACTOR shall be compensated only for authorized Work or Services satisfactorily performed and accepted by the CITY. The CONTRACTOR shall not be entitled to anticipated profits or other compensation for Work or Services deleted, reduced, or not authorized.

The CITY may request additional items or services of the same or similar nature that are not specifically identified in the Contract. The CONTRACTOR shall provide a written proposal, including applicable scope, schedule, and pricing, for the CITY's approval. If the parties cannot agree upon the terms or pricing, the CITY may procure the items or services from another source without affecting the remainder of this Contract.

Any modification to an authorized task, project, or assignment that affects the scope, schedule, or budget must be approved in writing by the CITY before the CONTRACTOR proceeds. The CONTRACTOR shall not be entitled to compensation for additional or modified Work or Services performed without prior written authorization from the CITY.

ARTICLE 56. PROPERTY / DAMAGE TO PROPERTY

All property owned by the CITY and furnished to the CONTRACTOR for repair, modification, study, use, or any other purpose shall remain the property of the CITY. The CONTRACTOR shall be responsible for the care, custody, and protection of such property while in its possession, control, or in transit.

The CONTRACTOR shall be responsible for any loss or damage to CITY-owned property occurring while in its possession or control, or during transportation by or on behalf of the CONTRACTOR. If any CITY-owned property is destroyed or declared a total loss, the CONTRACTOR shall be responsible for the replacement value of the property at its then-current market value, less applicable depreciation, if any.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around Cooper City. 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.

ARTICLE 57. MARKET VOLATILITY / EQUITABLE ADJUSTMENT

The CITY may, in its sole discretion, approve an equitable adjustment to the Contract terms, conditions, and/or pricing when pricing or availability is materially affected by extreme or unforeseen market volatility, provided that: (1) the volatility is caused by circumstances beyond the CONTRACTOR's control; (2) the volatility affects the applicable market or industry and is not limited to the CONTRACTOR's particular source of supply; (3) the impact on pricing or availability is substantial; and (4) continued performance without adjustment would result in a substantial loss to the CONTRACTOR.

Any request for an equitable adjustment must be supported by clear and verifiable documentation demonstrating the basis and extent of the requested adjustment. No adjustment shall be effective unless approved in writing by the CITY's Purchasing Division. The CITY shall have no obligation to approve any requested adjustment.

ARTICLE 58. RECORDS RETENTION & AUDITS

The CONTRACTOR shall maintain, and shall require its subcontractors to maintain, complete and accurate books, records, accounts, supporting documents, and other information necessary to document all charges, expenses, costs, and activities related to this Contract. Such records shall be maintained in accordance with generally accepted accounting practices and standards and shall be kept in written form or in a form capable of being converted into written form within a reasonable time.

The CITY and its authorized representatives and designees shall have the right to examine, inspect, reproduce, and audit any books, records, accounts, and supporting documentation related to this Contract. Upon request, the CONTRACTOR and its subcontractors shall make such records available to the CITY at no cost and at reasonable times and locations designated by the CITY.

Records shall be retained for the period required by Chapter 119, Florida Statutes, if applicable, or for a minimum of five (5) years following completion or termination of this Contract, whichever is longer. If an audit, claim, investigation, or other matter involving such records remains unresolved at the end of the applicable retention period, the records shall be retained until final resolution.

Any incomplete, inaccurate, or unsupported charge or entry may constitute a basis for the CITY to disallow or recover the applicable payment. The CONTRACTOR shall include requirements consistent with this Section in all subcontracts entered into in connection with this Contract.

ARTICLE 59. AUDITS

The CITY may, in its sole discretion, approve an equitable adjustment to the Contract terms, conditions, and/or pricing when pricing or availability is materially affected by extreme or unforeseen market volatility, provided that: (1) the volatility is caused by circumstances beyond the CONTRACTOR's control; (2) the volatility affects the applicable market or industry and is not limited to the CONTRACTOR's particular source of supply; (3) the impact on pricing or

availability is substantial; and (4) continued performance without adjustment would result in a substantial loss to the CONTRACTOR.

ARTICLE 60. LIQUIDATED DAMAGES

Time is of the essence under this Agreement. If the Contractor fails to achieve Substantial Completion by the date(s) required by the City, the Contractor shall pay the City liquidated damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day that Substantial Completion is delayed.

For purposes of this Agreement, **Substantial Completion** means that all holiday lighting, decorations, displays, electrical connections, and related work have been fully installed, tested, are operational, and have been inspected and accepted by the City for their intended use.

The parties acknowledge that the amount of liquidated damages is a reasonable estimate of the damages the City will incur as a result of delayed performance and is not intended as a penalty. The City may deduct any liquidated damages assessed from amounts otherwise due to the Contractor under this Agreement. The assessment of liquidated damages shall not limit or waive any other rights or remedies available to the City under this Agreement or applicable law, nor relieve the Contractor of its obligation to complete the Work.

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

[CONSULTANT LEGAL NAME]

Date: _____

Date: _____

CITY MAYOR

By:

CITY MANAGER

NAME

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY BY:

TITLE

CITY ATTORNEY

WITNESSED BY

CITY CLERK

ADDRESS:

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **[Consultant Legal Name]**, and acknowledged that he/she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of **[Consultant Legal Name]**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, 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: _____