



CITY OF COOPER CITY, FLORIDA

Invitation to Bid

Laboratory Testing Services – Utilities Department ITB 2018-11-UTL

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Release Date: Thursday, August 16, 2018
Due Date: Wednesday, September 12, 2018

**CITY OF COOPER CITY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00PM (EST) on Wednesday, September 12, 2018 from qualified vendors that are able to provide laboratory testing services for Cooper City's Utilities Department.

**LABORATORY TESTING SERVICES – UTILITIES DEPARTMENT
ITB 2018-11-UTL**

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received in the City Clerk's Office no later than 3:00PM (EST), Wednesday, September 12, 2018. The outside of the envelope or box containing one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) of your bid must be clearly marked **"ITB 2018-11-UTL, LABORATORY TESTING SERVICES – UTILITIES DEPARTMENT"**.

Questions and requests for information relative to this ITB should be directed to the Purchasing Division. Please email questions to Purchasing@CooperCityFL.org.

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

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Kathryn Sims, City Clerk

Please publish one (1) time on:

Thursday, August 16, 2018

Please send invoice and proof of publication to:

Jenna Montoya, Assistant City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Cooper City (the “City”) will receive sealed bids on the date and time specified below for the performance laboratory testing services for the City of Cooper City’s Utility Department, as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Wednesday, September 12, 2018, or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Bidder.

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

1.2.3 The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.2.5 The City encourages early submittal of bids. Late bids will be rejected.

1.3 PRE-BID MEETING – NONE

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

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

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for two (2) additional one (1) year terms under the same terms and conditions, if mutually agreed upon by both parties.

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

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

1.6 SUPPLY/DELIVERY LOCATION

After award, if samples are to be picked up by the vendor, or if document hard copies are to be delivered under this contract, the location will be the Cooper City Utilities Complex, 11791 SW 49th Street, Cooper City, FL 33330. Pickup and deliveries should be pre-scheduled by calling 954-434-5519.

1.7 PRICE

It is requested that bidders quote a fixed price that will be guaranteed to the City for a period of ninety (90) days, commencing on the date of the Bid opening, in order to allow ample time for award of a potentially resulting contract by the City Commission. If the

Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term

1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

Bidder's prices shall remain fixed and firm for the initial contract term which is thirty-six (36) months from the time of contract commencement. After the initial contract term, bidder shall have the option to request price adjustments. Any request for price adjustments must be issued at least sixty (60) days prior to the contract anniversary date. The City will consider a price adjustment based on the most current Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale report as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidder's responsibility to request any pricing adjustment under this provision. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term. Any adjustment request received after the commencement of a new annual period may not be considered.

1.9 METHOD OF AWARD

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

1.9.2 Bidder must bid on all items listed on Bid Form to qualify for award of the contract.

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

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

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

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Bidder.

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

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

1.10 INVOICES/PAYMENT

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

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

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #297 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

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

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, August 16, 2018
Last Date for Receipt of Questions of a Material Nature	Wednesday, September 5, 2018
BIDS DUE (Prior to 3:00PM EST)	3:00PM EST Wednesday, September 12, 2018
Recommendation of Award issued to City Commission	Tuesday, September 25, 2018
Anticipated Award of Contract by City Commission	Tuesday, October 9, 2018

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

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

3.0 SPECIAL CONDITIONS

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

3.1 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

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

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

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

3.5 EQUIVALENTS

If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

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

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

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

3.6 MISTAKES

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

3.7 CONDITIONS AND PACKAGING

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

3.8 QUALITY

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

3.9 CANCELLATION

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

3.10 PROTESTS, APPEALS AND DISPUTES

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED

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

3.14 UNDERWRITERS' LABORATORIES (the "UL")

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

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS

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

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

3.16 DISPUTES

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

3.17 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 Bidder shall in no way be a cause for relief from responsibility.

3.18 PATENTS AND ROYALTIES

The Bidder, 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 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 Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.19 OSHA

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

3.20 ANTI-DISCRIMINATION

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

3.21 DEFAULT

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS

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

3.23 BIDDER'S FACILITIES

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

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

3.25 EVIDENCE

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

3.26 DEMONSTRATION OF COMPETENCY

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

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

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

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

3.27 ASSIGNMENT

The contractor 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 or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28 INDEMNIFICATION

The successful Bidder 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 Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.29 NON-EXCLUSIVE

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

3.30 SUNSHINE LAW

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

3.31 FORCE MAJEURE

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

3.32 COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

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

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

3.32.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

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

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.33 CONE OF SILENCE

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

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

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation

- documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, 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 Bidder shall render any award to said Bidder 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 Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY

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

3.35 TIE BIDS/PREFERENCE

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

3.35.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.35.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.35.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING: N/A

3.37 PROPERTY

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

3.38 TERMINATION FOR DEFAULT

If Contractor 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 Contractor 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 Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30-days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor 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.

3.40 CONFIDENTIALITY

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

3.41 GOVERNING LAW AND VENUE

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

3.42 NO PARTNERSHIP OR JOINT VENTURE

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

3.43 AUDITS

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

3.44 PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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, Contractor 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 Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor 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 Contractor 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 Contractor shall be withheld until all records are received as provided herein.

- F. Contractor'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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

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

4.2 TIME OF COMPLETION – **NOT APPLICABLE**

Time is a very important factor in the performance of this work. Upon issuance of each task order by the using agency, the work performed under this Contract shall be commenced upon and complete within thirty (30) calendar days. Failure to achieve timely and substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages.

4.3 INSURANCE

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

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days' advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder.

4.3.1 Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor's coverage.

Bidder must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

4.3.2 Workers' Compensation Insurance - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

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

4.3.3 Comprehensive Automobile Liability Insurance - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4.3.4 Professional Liability (Errors & Omissions) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Bidder shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

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

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

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

4.4 PERMITS, FEES AND NOTICES

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

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

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

4.5 BONDS

4.5.1 PERFORMANCE/PAYMENT BOND (NOT REQUIRED FOR THIS BID)

In accordance with Florida Statute 255.05 (1), within 15 days of the issuance of the Notice of Award, the Contractor shall provide a Payment and Performance Bond (Attachment L & M), in an amount equal to one-hundred percent (100%) of the Bidder's maximum Bid price. The bond must be written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935.

Three methods of bonds are acceptable:

- 1) A Surety Bond written by a surety company authorized to do business in the State of Florida. Surety bonds shall comply with Section 287.0935; Florida Statutes;
- 2) An Irrevocable Letter of Credit (ILC) issued by a bank located in Broward County. The ILC shall be in the total amount of the contract and shall clearly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, must give written notice to the bank, with a copy to the successful Bidder.
- 3) A Cashier's Check made payable to the City of Cooper City. Cashier's Check will be deposited into an escrow account for the term of the project and refunded to Contractor only upon satisfactory completion of each task order.

4.5.2 BID BOND (NOT REQUIRED FOR THIS BID)

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of

Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

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

4.6 VARIANCES

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

4.7 INDEPENDENT CONTRACTOR

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

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

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

4.9 SUBSTITUTION OF PERSONNEL

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

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

4.11 CONTRACTORS' COSTS

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

4.12 INVOICES/PAYMENT

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

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

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number. All invoices must reference the applicable task order and/or Bid number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the

City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

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

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15 BID ACKNOWLEDGMENT

By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The bidder 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 bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

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

4.18 ALTERNATE BIDS

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

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

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

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

4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR BID

If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Agent shall furnish the revision by written Addendum and will place it on the City's website.

4.20 PROPRIETARY INFORMATION

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

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

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

4.23 PERFORMANCE STANDARDS

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

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

4.24 LIQUIDATED DAMAGES – NOT APPLICABLE

Liquidated damages of \$100 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The City of Cooper City – Utility Department is seeking a certified testing laboratory to provide analysis of raw and treated drinking water, raw and treated wastewater, industrial pretreatment wastewater, wastewater treatment bio solids (sludge), deep injection well injective, groundwater, surface water, reuse water, and other samples collected and delivered by City personnel and/or collected by personnel employed by the laboratory. The laboratory shall collect samples as requested by the City. Sample collection sites could be anywhere within the water and wastewater service area of the City. Laboratories shall provide all labor, expertise, licenses, certifications, facilities, materials, equipment, tools, vehicles and insurance to complete the work.

5.2 METHODS

Awarded bidder shall analyze samples according to project, permit, regulatory agency or City specified requirements using EPA (Environmental Protection Agency) approved methods for the specific parameter being analyzed. Awarded bidder shall ensure analysis of samples within prescribed EPA, Florida Department of Health (DOH), Florida Department of Environmental Protection (FDEP), or method holding time limits.

5.3 DELIVERY LOCATION

The awarded bidder shall either (1) maintain a delivery location within 10 miles of the Cooper City Utilities Department (11791 SW 49 Street, Cooper City, FL 33330), or (2) awarded bidder will pick up the samples collected by City personnel at the Cooper City Utilities Department on the same day but no later than the following business day, or in accordance with the method holding time limits.

5.4 VENDOR DELIVERABLES

5.4.1 SAMPLING PRODUCTS/EQUIPMENT/MATERIALS

Awarded bidder will supply pre-labeled sample bottles and bags as well as bottles and bags with blank labels, as needed, at no additional cost to the City. Awarded bidder will also supply chain of custody forms at no additional cost to the City. Awarded bidder will also supply reagents as indicated in Pricing Sheet Form.

5.4.2 LABORATORY ANALYSIS REPORTS

Awarded bidder will supply a detailed report meeting The NELAC Institute (TNI) requirements for each parameter result with units in electronic format including (if applicable); quality control results, data qualifiers with descriptions, method detection limits, practical quantitation limits, method description, dilutions, sample preparer, preparation date, preparation time, sample analyst, analysis date, analysis time, collector, collection date, collection time, sample location, reporter, reporting date, and unique identification for each sample along with the sample chain-of-custody. Awarded bidder will transmit the detailed reports to the City within maximum three to five (3 to 5) calendar days from the date of sample receipt for total coliform, fecal coliform, and E. coli; and maximum seven to ten (7 to 10) business days from the date of sample receipt for all other parameters. If a test requires more time for analysis the awarded bidder shall inform City personnel at the time of sample receipt. All reports are to be submitted directly to the City, unless otherwise directed by City personnel. Each sample report must include appropriate and acceptable Quality Control (QC) data (at least level II as defined by FDEP) as well as adequate Chain of Custody (COC) records at no additional cost to the City. The City also requires data in an editable electronic deliverable format (EDD) and may request other customized data deliverables. These deliverables must be formatted in such manner as to satisfy compatibility with the reporting requirements of the relevant regulatory agencies, or any other specified format provided by the City. All subcontracted samples shall be analyzed in a lab certified by NELAP in the State of Florida with a specific EPA/State laboratory certification ID. For Drinking water samples, results may be required on FDEP drinking water forms at no additional cost to the City.

5.5 QUALITY ASSURANCE

Awarded bidder shall provide annual updates of Quality Assurance/Quality Control (QA/QC) program and NELAP certification documents and, upon discovery of any unusual or suspect sample results, must notify City personnel by e-mail or phone call. Awarded bidder shall notify the City of the need to resample due to sample handling, analysis errors or any other sampling issues as soon as practical allowing for timely resampling to fulfill regulatory requirements and no later than 48 hours after learning of the issue.

5.6 NOTIFICATION OF ACTIONABLE RESULTS

Awarded bidder shall notify City personnel as soon as Awarded bidder notices that a Total Coliform sample will result in failure (prior to completion of the analysis). Awarded bidder shall notify City personnel within 12 hours when a sample result indicates violation of the Safe Water Drinking Act, the Clean Water Act, FDEP Drinking water rules or other applicable permits and or consent decrees. Examples include but are not limited to: acute or Maximum Contaminant Limit (MCL) violation of Total Coliform rule or Action Limit (AL) violation of Lead and Copper rule or Regulatory Detection Limit (RDL) or MCL exceedance for drinking water samples. City personnel will indicate special permit or other requirements as they arise.

5.7 ADDITIONAL RESPONSIBILITIES

5.7.1 Awarded bidder shall maintain proper custody of all samples submitted for no less than 30 days or as specified by City lab personnel for specific samples or projects.

5.7.2 Awarded bidder shall remain NELAP certified for all analytic/methods and matrices requested and must notify City’s laboratory services within 15 days of loss of any certification that would compromise analytical compliance

5.7.3 Awarded bidder will assume all costs for re-sampling and analysis of samples either mishandled or analyzed incorrectly by Awarded bidder and or their subcontractors.

5.7.4 If needed, the City may request priority processing of samples for a premium charge. Premium charges shall be paid as follows, plus any additional cost for Afterhours/Holidays/Emergency calls charges:

<u>Turnaround Time</u>	<u>Premiums</u>
24 hours	100% above unit cost
48 hours	50% above unit cost
72 hours	25% above unit cost

5.8 EXAMINATION OF RELATED DATA AND SITE

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any and all specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder had given City written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by City are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

[END OF SECTION]

Attachment A
(Page 1 of 12)

City of Cooper City, Florida

Bid Form

Laboratory Testing Services – Utilities Department

ITB 2018-11-UTL

Bids Due: Wednesday, September 12, 2018

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Date Release: Thursday, August 16, 2018

Submitted by: _____
(Company name)

Attachment A
(Page 2 of 12)

Project: LABORATORY TESTING SERVICES – UTILITIES DEPARTMENT

Contract Identification: ITB 2018-11-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Copies
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

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

Attachment A
(Page 3 of 12)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Wednesday, September 5, 2018.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission. IN MOST CASES THE AWARDED BID WILL SERVE AS THE CONTRACT.

6. Summary of Documents to be submitted with Bid

_____	Bid Form
_____	Reference Form
_____	Public Entity Crimes (PEC) Form
_____	ADA Affidavit
_____	Business Entity Affidavit
_____	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
_____	W-9, Request for Taxpayer Identification Number
_____	Proof of Workers Compensation Insurance or Exemption
_____	Proof of Liability Insurance
_____	Ownership Disclosure Affidavit
_____	Drug-Free Workplace Certificate
_____	Employee Background Verification Affidavit

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 12)

Vendor/ Bidder Contact Information

Name of Company: _____

Address: _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address (if different from above):

Remit to Contact: _____

Attachment A

(Page 5 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

POTABLE WATER SYSTEM ANALYSES				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Potable Water System Analyses - Primary Inorganics (FAC 62-550 Table 1)				
Antimony	1	Each	\$	\$
Arsenic	1	Each	\$	\$
Asbestos	1	Each	\$	\$
Barium	1	Each	\$	\$
Beryllium	1	Each	\$	\$
Cadmium	1	Each	\$	\$
Chromium	1	Each	\$	\$
Cyanide (as free Cyanide)	1	Each	\$	\$
Fluoride	1	Each	\$	\$
Lead	1	Each	\$	\$
Mercury	1	Each	\$	\$
Nickel	1	Each	\$	\$
Nitrate	1	Each	\$	\$
Nitrite	1	Each	\$	\$
Total Nitrate and Nitrite	1	Each	\$	\$
Selenium	1	Each	\$	\$
Sodium	1	Each	\$	\$
Thallium	1	Each	\$	\$
Potable Water System Analyses - Primary Inorganics (FAC 62-550 Table 1) Subtotal				\$
Potable Water System Analyses - Disinfectant Residuals				
Chlorine	1	Each	\$	\$
Potable Water System Analyses - Disinfection Byproducts				
TTHM	16	Each	\$	\$
HAA5	16	Each	\$	\$
Potable Water System Analyses - Disinfection Byproducts Subtotal				\$

Attachment A
 (Page 6 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

Potable Water System Analyses - VOC's (FAC 62-550 Table 4)				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
VOC's Annual	1	Each	\$	\$
1,1-Dichloroethylene (75-35-4)			Included	
1,1,1-Trichloroethane (71-55-6)			Included	
1,1,2-Trichloroethane (79-00-5)			Included	
1,2-Dichloroethane (107-06-2)			Included	
1,2-Dichloropropane (78-87-5)			Included	
1,2,4-Trichlorobenzene (120-82-1)			Included	
Benzene (71-43-2)			Included	
Carbon tetrachloride (56-23-5)			Included	
cis-1,2-Dichloroethylene (156-59-2)			Included	
Dichloromethane (75-09-2)			Included	
Ethylbenzene (100-41-4)			Included	
Monochlorobenzene (108-90-7)			Included	
o-Dichlorobenzene (95-50-1)			Included	
para-Dichlorobenzene (106-46-7)			Included	
Styrene (100-42-5)			Included	
Tetrachloroethylene (127-18-4)			Included	
Toluene (108-88-3)			Included	
trans-1,2-Dichloroethylene (156-60-5)			Included	
Trichloroethylene (79-01-6)			Included	
Vinyl chloride (75-01-4)			Included	
Xylenes (total) (1330-20-7)			Included	

Attachment A

(Page 7 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

Potable Water System Analyses - SOC's (FAC 62-550 Table 5)				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
SOC's Annual	1	Each	\$	\$
2,3,7,8-TCDD (Dioxin) (1746-01-6)			Included	
2,4-D (94-75-7)			Included	
2,4,5-TP (Silvex) (93-72-1)			Included	
Alachlor (15972-60-8)			Included	
Atrazine (1912-24-9)			Included	
Benzo(a)pyrene (50-32-8)			Included	
Carbofuran (1563-66-2)			Included	
Chlordane (57-74-9)			Included	
Dalapon (75-99-0)			Included	
Di(2-ethylhexyl)adipate (103-23-1)			Included	
Di(2-ethylhexyl)phthalate (117-81-7)			Included	
Dibromochloropropane (DBCP) (96-12-8)			Included	
Dinoseb (88-85-7)			Included	
Diquat (85-00-7)			Included	
Endothall (145-73-3)			Included	
Endrin (72-20-8)			Included	
Ethylene dibromide (EDB) (106-93-4)			Included	
Glyphosate (1071-83-6)			Included	
Heptachlor (76-44-8)			Included	
Heptachlor epoxide (1024-57-3)			Included	
Hexachlorobenzene (118-74-1)			Included	
Hexachlorocyclopentadiene (77-47-4)			Included	
Lindane (58-89-9)			Included	
Methoxychlor (72-43-5)			Included	
Oxamyl (vydate) (23135-22-0)			Included	
Pentachlorophenol (87-86-5)			Included	
Picloram (1918-02-1)			Included	
Polychlorinated biphenyls (PCBs)			Included	
Simazine (122-34-9)			Included	
Toxaphene (8001-35-2)			Included	

Attachment A

(Page 8 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

Potable Water System Analyses - Microbiological				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Total Coliform	540	Each	\$	\$
Fecal Coliform	6	Each	\$	\$
Potable Water System Analyses – Microbiological Subtotal				\$
Potable Water System Analyses - Radionuclides				
Radionuclides Annual	1	Each	\$	\$
Combined radium226 and radium228	Included			
Gross alpha particle activity including radium226 but excluding radon and uranium	Included			
Uranium	Included			
Potable Water System Analyses - Lead and Copper				
Lead	40	Each	\$	\$
Copper	40	Each	\$	\$
Alkalinity	2	Each	\$	\$
Orthophosphate	2	Each	\$	\$
Potable Water System Analyses - Lead and Copper Subtotal				\$
Potable Water System Analyses - Secondary Drinking Water Contaminants (FAC 62-550 Table 6)				
Aluminum	1	Each	\$	\$
Chloride	1	Each	\$	\$
Copper	1	Each	\$	\$
Fluoride	24	Each	\$	\$
Iron	1	Each	\$	\$
Manganese	1	Each	\$	\$
Silver	1	Each	\$	\$
Sulfate	1	Each	\$	\$
Zinc	1	Each	\$	\$
Color	1	Each	\$	\$
pH	1	Each	\$	\$
Total Dissolved Solids	1	Each	\$	\$
Foaming Agents	1	Each	\$	\$
Potable Water System Analyses - Secondary Drinking Water Contaminants (FAC 62-550 Table 6) Subtotal				\$

Attachment A
 (Page 9 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

Potable Water System Analyses - Physical Characteristics				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Turbidity	1	Each	\$	\$
Temperature	1	Each	\$	\$
Conductivity	1	Each	\$	\$
Color	1	Each	\$	\$
TDS	1	Each	\$	\$
Hardness	1	Each	\$	\$
UCMR	1	Each	\$	\$
Composite/Grab Sampling Charges	24	Each	\$	\$
Potable Water System Analyses - Physical Characteristics Subtotal				\$
Potable Water System Analyses Total				\$
WASTEWATER COLLECTION/TREATMENT SYSTEM ANALYSES				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Wastewater Collection/Treatment System Analyses - Influent, Effluent & Reuse				
BOD5	52	Each	\$	\$
CBOD5	104	Each	\$	\$
Total Suspended Solids	104	Each	\$	\$
Fecal Coliform	120	Each	\$	\$
pH	104	Each	\$	\$
Total Nitrogen	52	Each	\$	\$
Total Phosphorus	52	Each	\$	\$
Nitrate	52	Each	\$	\$
Nitrite	52	Each	\$	\$
% CBOD Efficiency	52	Each	\$	\$
%TSS Efficiency	52	Each	\$	\$
Ammonia	52	Each	\$	\$
Ortho-Phosphates	52	Each	\$	\$
Total Solids	104	Each	\$	\$
Total Kjeldahl Nitrogen (TKN)	52	Each	\$	\$
Wastewater Collection/Treatment System Analyses - Influent, Effluent & Reuse Subtotal				\$

Attachment A

(Page 10 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

Wastewater Collection/Treatment System Analyses - Biosolids				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Nitrogen	6	Each	\$	\$
Phosphorus	6	Each	\$	\$
Potassium	6	Each	\$	\$
Arsenic Dry Weight	6	Each	\$	\$
Cadmium Dry Weight	6	Each	\$	\$
Copper, Tot, Dry Wt. (as Cu)	6	Each	\$	\$
Lead	6	Each	\$	\$
Mercury, Dry Weight	6	Each	\$	\$
Molybdenum, Dry Weight	6	Each	\$	\$
Nickel, Dry Weight	6	Each	\$	\$
Selenium Dry Weight	6	Each	\$	\$
Zinc Dry Weight	6	Each	\$	\$
pH	6	Each	\$	\$
Coliform, Fecal	28	Each	\$	\$
Volatile Organic Compounds	6	Each	\$	\$
% Volatiles	52	Each	\$	\$
% Total Solids	58	Each	\$	\$
Specific Oxygen Uptake Rate (SOUR)	4	Each	\$	\$
Wastewater Collection/Treatment System Analyses – Biosolids Subtotal				\$
Wastewater Collection/Treatment System Analyses - In-House Laboratory Certification				
DMR-QA	1	Each	\$	\$
Wastewater Collection/Treatment System Analyses Total				\$

Attachment A
 (Page 11 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

DEEP INJECTION WELL/MONITOR WELL ANALYSES				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
pH	36	Each	\$	\$
Specific Conductance	36	Each	\$	\$
Ammonia	36	Each	\$	\$
Calcium Hardness as CaCO ₃	36	Each	\$	\$
Total Hardness as CaCO ₃	36	Each	\$	\$
Chloride	36	Each	\$	\$
Magnesium Hardness as CaCO ₃	36	Each	\$	\$
Nitrate + Nitrite as N	36	Each	\$	\$
Total Kjeldahl Nitrogen (TKN)	36	Each	\$	\$
Sulfate	36	Each	\$	\$
Total Dissolved Solids (TDS)	36	Each	\$	\$
Gross Alpha	12	Each	\$	\$
Radium 226	12	Each	\$	\$
Radium 228	12	Each	\$	\$
Temperature	36	Each	\$	\$
Composit/Grab Sampling	36	Each	\$	\$
Deep Injection Well/Monitor Well Analyses Total				\$
GROUND/SURFACE WATER ANALYSES				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
EPA Method 8270	4	Each	\$	\$
Monitor Well Sampling Charges	16	Each	\$	\$
Ground/Surface Water Analyses Total				\$

Attachment A
(Page 12 of 12)

PRICING SHEET
Laboratory Testing Services – Utilities Department

REAGENTS & SUPPLIES				
Project Name & Parameter	Annual Estimated Quantity	Unit of Measurement (UOM)	Price per UOM	Extended Price
Buffer pH 4.0	20	Quart	\$	\$
Buffer pH 7.0	20	Quart	\$	\$
Buffer pH 10.0	20	Quart	\$	\$
Calcium Hardness Buffer	6	Pint	\$	\$
Total Hardness Buffer	6	Pint	\$	\$
Calcium Hardness Indicator (8 oz powder)	6	Each	\$	\$
Total Hardness Indicator (8 oz powder)	6	Each	\$	\$
Sulfuric Acid	8	Quart	\$	\$
Methyl Purple Indicator	6	Pint	\$	\$
Phenolphthalein Indicator	6	Pint	\$	\$
EDTA	8	1/2 Gallon	\$	\$
Fluoride Standard (1ppm)	12	Quart	\$	\$
Tisab	12	Gallon	\$	\$
Conductivity Solution (1412)	6	Quart	\$	\$
Color Standard	8	Pint	\$	\$
Reagents & Supplies Totals				\$
Grand Total				\$
Additional Service				
Item	Price per Call			
Afterhours/Holidays/Emergency Calls	\$			

Submitted by:

(Print)

Authorized Signature:

(Sign)

Company Name:

Date: _____

STATE: **FLORIDA**

COUNTY: _____

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

Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Attachment B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation.

1. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT’S TITTLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT’S TITTLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT’S TITTLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

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

ATTACHMENT C

(Page 1 of 2)

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

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C

(Page 2 of 2)

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

STATE: FLORIDA	
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 - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT D

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

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 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, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE:	FLORIDA
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 - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

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

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

Name of Entity, Individual, Partners or Corporation

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

Street Address Suite City State

State and Date of Incorporation:

Signature of Affiant

Date

Print Name

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 _____

Attachment F

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

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

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

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

- _____ (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.

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

BIDDER'S LEGAL NAME

Attachment G

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	--

Print or type See Specific Instructions on page 2.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2	Business name/disregarded entity name, if different from above	
	3	Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ 	4
			Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>
	5	Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																																	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																																	
	<table border="1" style="width:100%"><tr><td colspan="9">Social security number</td></tr><tr><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="2"></td><td style="text-align: center;">-</td><td colspan="2"></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td><td style="width:10%; text-align: center;"> </td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="4"></td></tr></table>	Social security number																						-			-			or									Employer identification number																						-				
Social security number																																																																	
				-			-																																																										
or																																																																	
Employer identification number																																																																	
				-																																																													

Part II Certification				
Under penalties of perjury, I certify that:				
1. 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				
2. 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				
3. I am a U.S. citizen or other U.S. person (defined below); and				
4. 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 on page 3.				
Sign Here	<table style="width:100%"><tr><td style="width:30%; border: 1px solid black; padding: 2px;">Signature of U.S. person ▶</td><td style="width:40%; text-align: center; border: 1px solid black; padding: 2px;">Click Here to Sign</td><td style="width:30%; border: 1px solid black; padding: 2px;">Date ▶</td></tr></table>	Signature of U.S. person ▶	Click Here to Sign	Date ▶
Signature of U.S. person ▶	Click Here to Sign	Date ▶		

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: <ul style="list-style-type: none">• Form 1099-INT (interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)	<ul style="list-style-type: none">• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you:<ul style="list-style-type: none">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, or3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.
--	--

Attachment H

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

Dear Provider of Services or Goods:

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

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

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

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

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

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

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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 _____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

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

- 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 _____

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)
the performance of this work have had a criminal background check with a passing grade and have
been drug tested with a passing grade and are legally documented to work in the United States.

Signature of Affiant

Print Name

Date

STATE: **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 _____