



**CITY OF COOPER CITY
REQUEST FOR PROPOSAL**

**ENGINEERING DESIGN SERVICES FOR ELECTRICAL
IMPROVEMENTS TO THE CITY'S WATER AND
WASTEWATER TREATMENT PLANT
RFQ2026-1**

For information, contact the Purchasing Division:

The Purchasing Division

954-434-4300 Ext. # 268

Purchasing@CooperCity.gov

RELEASE DATE: February 12, 2026

RESPONSE DEADLINE: March 24, 2026, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

Request For Proposal #RFQ2026-1

Title: Engineering Design Services For Electrical Improvements to the City's Water And Wastewater Treatment Plant

A - City of Cooper City Water System Emergency Response Plan - Electrical Section

B - Letter of Qualifications (LOQ)

C - Experience Qualifications and Reference Form

D - Lobbyist Registration Form

E - American with Disabilities Act (ADA) Nondiscrimination Statement

F - Business Entity Affidavit

G - Certification Regarding Debarment, Suspension, Etc.

H - Contractor Due Diligence Affidavit

I - Domestic Partnership Affidavit

J - Drug free Workplace Certificate

K - Employee Background Verification Affidavit

L - E-Verify Affidavit

M - Foreign (Non-Florida) Corporation Form

N - Foreign Country of Concern Affidavit

O - Human Trafficking Affidavit

P - Non-Collusion Affidavit

Q - Non-Conflict of Interest Statement

R - Ownership Disclosure Affidavit

S - Public Entity Crimes Statement

T - Sample Certificate of Insurance

U - Scrutinized Companies Affidavit

V - W-9

W - RFQ2026-1 - 2024 WATER AND WASTEWATER MASTER PLAN UPDATE (2) (3)

1. PROCEDURES

1.1. INTRODUCTION

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, hereinafter referred to as the City, will be accepting sealed proposals until 3:00 pm (EST) on Tuesday, March 24, 2026, from qualified firms capable of providing Engineering Design Services For Electrical Improvements To The City's Water and Wastewater Treatment Plant. Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Successful Proposer shall provide all labor, materials, insurance, and incidentals for the solution to the City of Cooper City.

Engineering Design Services For Electrical Improvements to the City's Water And Wastewater Treatment Plant RFP RFQ2026-

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

All questions must be submitted in writing via the OpenGov Procurement Portal by Monday, March 2, 2026 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

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

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

Request for Proposal Advertisement Date:	February 12, 2026
Pre-Proposal Meeting (Non-Mandatory):	February 25, 2026, 10:00am 11791 SW 49th Street, Cooper City, FL 33330
Questions & Answer Deadline:	March 2, 2026, 12:00pm
Proposal Due Date:	March 24, 2026, 3:00pm
Anticipated Evaluation Committee Kick-Off Meeting:	March 23, 2026
Anticipated Review of Proposals & Selection of Candidates for Presentations:	April 2, 2026
Anticipated Presentations & Final Ranking:	April 16, 2026
Anticipated Recommendation of Award/Agenda Item Request:	April 17, 2026
Anticipated Award of Contract by City Commission:	April 28, 2026

The Cone of Silence is hereby imposed, prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, proposer, lobbyist, or; consultant and the City Commissioners, City's professional staff, including, but not limited to,

the City Manager, Staff, and any member of the City's selection or evaluation committee. See Sec 2-269.5 of the Cooper City Procurement Code for further information about the Cone of Silence.

1.2. PARTICIPATION RESTRICTIONS

Hazen, Inc. (formerly, Hazen and Sawyer) is precluded from rendering services on this project due to the firm creating the 2023 Water and Wastewater Master Plan Update under Task No. 2023-001 of RFQ 2020-1-UTL, Professional Service Providers.

1.3. GENERAL PROPOSAL INFORMATION

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

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

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

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

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

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

1.4. NOTICE OF ELECTRONIC BIDDING

This solicitation is being solicited electronically through OpenGov. Electronic bids are to be submitted through OpenGov portal (<https://procurement.opengov.com/portal/coopercity>) until the date and time indicated in this Solicitation. It is the sole responsibility of the Proposer to ensure their proposal is submitted in OpenGov before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to this solicitation via OpenGov. Electronic proposal submissions require the uploading of electronic attachments and Proposers must **CONFIRM (acknowledge)** their proposal in order for the proposal to be received by the

CITY through OpenGov. The submission of attachments containing embedded documents or proprietary file extensions may be prohibited. All proposals received and time-stamped through the CITY's OpenGov system prior to the proposal submittal deadline shall be accepted as timely submitted.

If you submit your Proposal and subsequently an Addendum is issued, failure to acknowledge the addendum may result in your Proposal being deemed non-responsive by the CITY. The circumstances surrounding all proposals received and time-stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the City Attorney to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The CITY will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the CITY, or any work performed in connection therewith, shall be borne by the Proposer(s). For information concerning technical specifications, please utilize the question/answer feature within the solicitation.

If there are any questions regarding OpenGov, please contact OpenGov Support via email: procurement-support@opengov.com

Proposers are encouraged to access the link below to assist with the submission of responses to the Solicitation:

[How to Respond to a Project](#)

No part of your proposal can be submitted via HARDCOPY, EMAIL, OR FAX, unless otherwise expressly directed by the solicitation documents.

1.5. PRE-PROPOSAL MEETING & SITE VISIT

It is highly recommended that Proposers attend the Pre-Proposal Meeting & Site Visit to become familiar with its current condition, its overall suitability for the Project and development of the Facility thereon, potential limitations, proximity to other adjacent properties and any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting a proposal. Proposers may only visit the Premises during the scheduled Site Visit. No construction equipment or drilling equipment will be permitted on any portion of the Premises during the procurement period and no intrusive investigations of the premises (e.g., borings, potholing, etc.) by Proposers will be permitted. No additional allowances will be made because of lack of knowledge of these conditions. CITY staff will go over the specifications and what is expected for this project.

The Pre-Proposal Meeting and Site Visit will be held on Wednesday, February 25, 2026 at 10:00 am ET at the Utilities Conference Room located at 11791 SW 49th Street, Cooper City, FL 33330. The Site Visit will be held immediately after the Pre-Proposal Meeting.

Participants will be able to ask questions at the end of the Pre-Proposal Meeting. Proposer(s) should join promptly, as the meeting will start on time. Proposers(s) are requested to have a copy of the solicitation available for review and reference during the conference. This meeting is exempt from the 'cone of silence', allowing for questions to be addressed by representatives from the CITY.

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

1.6. TEAMING RESTRICTIONS

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

Consultants electing to submit as a prime consultant may only respond once to a solicitation, and are limited to participation on a single team. If submitting as a prime consultant, the prime consultant may not participate as a sub-consultant on the same solicitation.

If a prime consultant or sub-consultant fails to adhere to the restrictions stated above and participates in more than the outlined maximums, then all affected proposals may be deemed non-responsive.

1.7. CONE OF SILENCE

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

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
 - 1. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
 - 2. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
Exceptions to Applicability: The provisions of this section shall not apply to:
 - 1. Oral communications at pre-solicitation meetings;
 - 2. Oral presentations before selection or evaluation committees;
 - 3. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - 4. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

1.8. COMMUNICATION WITH EVALUATION COMMITTEE MEMBERS

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

1.9. ACCESS STATEMENT FOR NOTICES OF PUBLIC MEETINGS AND DEPARTMENTAL PUBLICATIONS

The Americans with Disabilities Act (ADA) obligates State and local governments to provide effective communications for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters, and/or any accommodation to participate in a City-sponsored program or meeting regarding this solicitation, please contact the City Clerk's Office at least seventy-two (72) hours prior to the scheduled program or meeting to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.10. QUESTIONS AND/OR CLARIFICATION

All questions must be submitted in writing via the OpenGov Procurement Portal by Monday, March 2, 2026 at 12:00 pm. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's eProcurement Portal. Proposers may also click "Follow" on this bid to receive an email notification when answers are posted. Proposers are responsible for checking the website for answers to inquiries. Changes to the solicitation, if any, will only be transmitted by written addendum. Proposals cannot be submitted via fax or e-mail.

1.11. ELIGIBILITY AND COMPETENCY OF PROPOSERS

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

1.12. LISTING OF SUB-CONSULTANTS/SUBCONTRACTORS

The Prime Consultant shall not change or substitute first-tier subcontractors/sub-consultants or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the CITY. Also, as a condition of final payment under the resultant contract, the Prime Consultant shall identify subcontractors/sub-consultants used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor/sub-consultant. The Prime Consultant shall be responsible for reporting all payments to sub-consultants and sub-consultants. In the event that the Prime Consultant intends to pay less than the subcontract amount, the Prime Consultant shall deliver a statement explaining the discrepancy or any disputed amount to the CITY.

1.13. TEAM COMPOSITION

Any requested changes to the proposed Team composition after the response deadline, including replacement of firm(s) or assigned personnel listed in the proposal, will only be considered as follows:

1. Before the completion of Negotiations; and
2. Solely in the case of unforeseen circumstances (e.g., a change in employment status outside the employer's control or a change in the organizational structure of any Team member).

Any such change to the proposed team submitted by the Proposer, is subject to CITY approval, in its sole discretion, which may include a review by the Client Department and Purchasing as to all matters concerning the requested change, including the time elapsed between the qualifying event and the submittal of the request, comparability of experience and qualifications and possession of required technical certifications (as applicable), and consultation with the City Attorney.

All such requests shall be sent to the Purchasing Division at purchasing@coopercity.gov.

1.14. NO PROPOSAL

The City asks firms that do not intend to submit a bid or proposal to respond by returning a statement explaining their reason. Repeated failure to respond without sufficient justification may be cause for removal of a supplier's name from the Bid/Proposal mailing list.

NOTE: In order to qualify as a respondent, a Proposer shall submit a "no proposal" through the City's eProcurement Portal located at <https://procurement.opengov.com/portal/coopercity/projects/235365> and same shall be received no later than 3:00 pm, Tuesday, March 24, 2026.

2. SCOPE OF SERVICES

2.1. GENERAL INFORMATION & BACKGROUND

City of Cooper City (City) is soliciting proposals from qualified firms to provide evaluation, design, permitting, bidding/construction-award assistance, and post-design services with complete drawings and specifications to upgrade and/or replace the electrical systems serving the City's water and wastewater treatment, storage, distribution, and collection facilities. Proposers shall furnish all resources and disciplines necessary to deliver the electrical improvements, including labor, equipment, software, testing, and related services.

The City's water and wastewater treatment plant is located at 11791 SW 49th Street, Cooper City, FL 33330 and its storage facility is located at 2650 Pine Island Road, Cooper City, FL 33024. Water from the Biscayne Aquifer is treated using nano-filtration technology and has a maximum capacity of 7.0 million gallons per day (mgd). The wastewater treatment plant consists of three (3) individual package plants, each with a maximum treatment (activated sludge) capacity of 1.25 mgd.

The City intends to retain one (1) qualified consultant under a single Non-Exclusive Professional Services Agreement (PSA). The City, at its sole discretion, the City may award construction management services under a separate agreement.

2.2. CONTRACT TERM

The CITY intends to retain one (1) qualified consultant/team of firms for one (1) Non-Exclusive Professional Services Agreement (PSA), with an effective term of sixteen (16) months and an estimated contract amount of three million, seven hundred thousand dollars (\$3,700,000.00) as a base fee, plus a four hundred, forty-thousand-dollar (\$440,000.00) contingency.

The City reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period. If this right is exercised, the City shall notify the Proposer, 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 Proposal Form, the Proposer hereby acknowledges and agrees to this right of the City. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the City and the Consultant, upon approval by the City Commission.

2.3. ARCHITECTURAL AND/OR ENGINEERING (AE) DISCIPLINES (AE CATEGORIES)

The following architectural and/or engineering disciplines are applicable to this Solicitation:

- ***Electrical Engineering (Prime Consultant)***
- Civil Engineering
- Structural Engineering
- Cost Estimating
- Surveying
- Permitting and Regulatory Coordination

The Prime Consultant will be held responsible for coordinating all work and must demonstrate experience in the electrical engineering discipline. Joint ventures are not allowed. Firms that list other areas of work as supplements to the architectural and/or engineering disciplines must demonstrate experience for those supplemental areas.

While the CITY has identified architectural and/or engineering disciplines, additional disciplines may be required to complete the scope of services listed within this Solicitation.

2.4. MINIMUM & PREFERRED EXPERIENCE AND QUALIFICATIONS

The Prime Consultant must hold a state of Florida Professional Engineering (PE) license and be able to demonstrate experience on three (3) projects performed in the State of Florida over the past five (5) years of similar work as described in [SCOPE OF SERVICES](#). The expertise must be met by a qualified individual(s) of the prime firm and/or sub-consultant firm(s), as applicable. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination for the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the CITY.

The CITY shall prefer Proposers having at least ten (10) years of experience of similar work as described within this Solicitation and Proposers capable of completing the project in a single phase.

The Evaluation Committee (EC) may negatively evaluate proposals from firms they determine have failed to meet the above referenced experience and qualification(s). Information regarding the experience and qualification(s) and preference stipulations, for the Prime consultant, A/E sub-consultants, and non A/E subconsultants, must be included on the Experience, Qualifications & Reference Form. This form may be submitted more than once per individual Team member firm as applicable.

Proposers shall also be required to:

- provide a detailed narrative description, graphics, timeline and schedule of its approach and methodology for the design of the Project.
- identify deviations or missing items in the Master Plan and ensure that they are included in their proposal for the design.

2.5. SCOPE OF SERVICES

2.5.1. SCOPE OF WORK

The Scope of Work consists of evaluating and delivering electrical design, permitting, bidding/construction-award assistance, and post-design services—with complete drawings, specifications, and contract documents—to upgrade and/or replace the CITY's water and wastewater electrical power and distribution systems (the "Project"). The 2024 Master Plan provides background, the design shall be developed independently based on site

investigations, condition assessments, and current codes/standards; Master Plan recommendations may be incorporated where they align with current conditions and CITY priorities. New technologies, elevation, and revegetation play an increasingly important role in erosion control and the resilience of infrastructure. Ensure the implementation of effective flood and erosion control strategies including, but not limited to, equipment elevation and nature-based solutions, such as new vegetation or revegetation with native plants shall be proposed to capture rainwater runoff during severe rainfall events. All upgrades shall be energy efficient and incorporate innovative emerging technologies.

Any other element that could impact smooth and optimum functioning of the entire Electrical System shall be evaluated in a comprehensive and integrated manner and incorporated into the design for implementation. The design shall include alternatives, if any, and phasing with estimated costs, sequencing and respective timelines. Periodic meetings with the CITY staff are required,

especially during the 30%, 60% and 90% completion with a final presentation, which may be either with the staff or CITY Commission or both.

Although the Master Plan described three phases, the CITY intends to construct this Project in a single phase; the design shall provide logical sub-packages and outage/operational sequencing to maintain plant operations. The CITY intends to utilize State of Florida Department of Environmental Protection (FDEP), Resiliency Florida Grant funding for the construction phase. Owner Direct Purchase may be utilized where appropriate.

At its sole discretion, the CITY may award construction management services under a separate agreement.

The City assumes no responsibility or liability for its completeness or accuracy in every aspect. Proposers attend the non-mandatory site-visit to carefully evaluate the existing systems independently of the Master Plan or its recommendations before submitting their proposals. Proposers will be able to inspect the entire electrical system and discuss, where needed, any improvements that might have been missed in the Master Plan with the CITY's Water/Wastewater operations staff during the site visit. The design shall be inclusive of all improvements, including, but not limited to, software, equipment/hardware, implementation and functional installations. The ultimate goal of the CITY is to have a sustainable, smooth-functioning, integrated and robust Electrical System that incorporates the newest and simple-to-use energy-efficient technology for all its upgrades and facilities. The full Master Plan is attached to the solicitation.

2.5.2. CITY'S 2024 WATER AND WASTEWATER MASTER PLAN UPDATE

Although the Master Plan described three phases, the CITY intends to construct this Project in a single phase. The final determination will come from the City after the Selected Proposer completes their recommendation.

- A. In March 2025, the Cooper City Commission accepted "2024 Water and Wastewater Master Plan Update" (Master Plan) prepared by Hazen (formerly, Hazen and Sawyer). Although the Master Plan includes a list of capital improvements spread over the next 20 years, one of its primary recommendations was the following three options:
 - Option 1 - build a new wastewater treatment facility
 - Option 2 - significantly re-build the existing facility
 - Option 3 - prioritize the construction of a new facility in stages
 -
- B. RECOMMENDED THREE PHASES OF ELECTRICAL SYSTEM UPGRADES EXTRACTED FROM MASTER PLAN
 1. Phase 1 - Is an immediate set of upgrades to be completed within two (2) years. They mostly pertain to refurbishing main power and generator power breakers for switchgear.
 2. Phase 2 - Near-Term Upgrades (2-5 years): The Phase 2 electrical upgrades consist of the major upgrades to the electrical distribution system for both the WTP and WWTP. Hazen recommends an evaluation of the electrical utility topology and FPL desires for future distribution voltage to be determined in a preliminary engineering report phase of the detailed design. Hazen also recommends providing a complete electrical system design, including Phase 2 and Phase 3 items listed herein, indicating Phase 3 items as bid-alternates to ensure coordination between the phases and to give an opportunity to combine the phases based upon bid day pricing. The Phase 2 Upgrades include the following:
 - Provide new FPL utility services for the WTP and WWTP. The total number of services (currently estimated at 3) should be confirmed with the preliminary engineering report and electrical system evaluation
 - New FPL services will supply power at low voltage (480V) and eliminate the need for medium voltage distribution for the plant site
 - Provide new standby generators for each of the new electrical services for backup power

- Relocate the existing 2MW generator to be utilized at 1 of the 3 new locations
- Provide two (2) new generators for the other locations (480V, Tier 4)
- Relocate the existing bulk diesel fuel storage tank - to be replaced in Phase 3
- New service entrance switchgear with transfer controls to provide power from FPL or the standby generator at each of three (3) locations
- New low voltage duct bank raceway systems to re-supply existing LV Switchgear, Switchboards, and Panelboards within each process area

3. Phase 3 - Long Term Upgrades (5+ Years)

- a. Phase 3 upgrades consist of the Phase 2 items listed above that would need to be deferred from the Phase 2 scope of work due to funding issues. In addition to the Phase 2 deferred items, Phase 3 items include consideration of replacement of electrical components that are at/near end of useful life and are sequenced with Water Treatment Plant (WTP) or Wastewater Treatment Plant (WWTP) process related upgrades. For example, Switchboard 4, installed in 1996, supports the high service pump station, is in good condition, and nearing the end of useful life. There is not a critical electrical driver to replace this lineup, but it should be considered for replacement if the pump station is undergoing an upgrade. The Phase 3 Upgrades include the following:
 - Replacement of the existing 2MM generator with a new Tier 4 diesel generator
 - Replacement of the existing bulk diesel fuel storage tank
 - Replacement of existing LV Switchgear, Switchboards, and Panelboards within each process area.

2.5.3. ELECTRICAL GROUNDING SYSTEM UPGRADES

The grounding system at the water/wastewater treatment plant has not been replaced since the construction of the GAH WTP in 1998. Over time, grounding systems can degrade, potentially leading to equipment integrity and safety.

One option for the City is to retain a firm specializing in lightning protection to conduct a grounding survey. A firm such as Bonded Lightning Protection, which has been utilized by utilities throughout the state, could be considered for this project. This survey would provide a comprehensive evaluation of the current grounding system, identify any damaged equipment, assess surge protection, and measure resistance to ground throughout the site.

Photographs of equipment and measurement displays would also be included. Key aspects of the assessment would include verifying the continuity of the grounding paths, measuring ground resistance, and evaluating the effectiveness of surge protection. Identifying and mitigating any risks will ensure the reliable and safe operation of the plant. Following the assessment, potential upgrades could be recommended to enhance the grounding system. These might include replacing corroded grounding rods, improving bonding connections, and installing advanced surge protection devices.

2.5.4. EMERGENCY BACKUP POWER AT REMOTE WATER FACILITIES (PINE ISLAND ROAD PUMP STATION)

Florida Power and Light (FPL) provides the primary power supply via a 480 V feed. Auxiliary power is supplied by a standby 480 V emergency generator and an automatic transfer switch located on the property. Although no operational issues have been reported, its overall adequacy shall be evaluated and incorporated into the design as applicable

2.5.5. HIGH SERVICE PUMP STATIONS (HSPS) AND ELECTRICAL SYSTEM REPLACEMENT

The HSPS and its electrical equipment at the treatment plant facility are approaching the end of its useful life. Two High Service Pumps

(pumps 4 and 5) and associated electrical equipment, including electric motors at the GAH WTP are recommended to be evaluated and redesigned, if necessary, for replacement or upgrade

2.5.6. BLOWER ROOM ELECTRICAL SYSTEM REHABILITATION

The entire electrical system for blower room building is recommended to be evaluated and redesigned, if necessary, for replacement or upgrade.

2.5.7. PROJECT SITE

The parcel designated for the project is part of the George A. Haughney Water Treatment Plant located at 11791 SW 49th Street, Cooper City, Florida. The project area will be limited to portions of the facility containing existing electrical equipment and related infrastructure requiring upgrades. However, the final design may include a new or expanded footprint as necessary to accommodate the upgraded electrical systems. All other areas of the site, including adjacent facilities and recreational areas, are excluded from the scope of work.



3. PROPOSAL REQUIREMENTS

3.1. FORMAT, CONTENTS AND DOCUMENTS

Interested Proposers must submit their proposal electronically through OpenGov in .pdf format. Proposers should carefully follow the format and instructions outlined herein. The Proposal Submittal Form must include the electronic acknowledgement and/or signature of the firm's authorized representative.

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

Each proposal shall consist of the following documents in the order noted below.

Proposal Submittal Form

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

Table of Contents

TAB 1: Letter of Interest (Optional) - Preferred Maximum of Two (2) Pages

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

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

TAB 2: Letter of Qualifications (LOQ)

Proposers shall submit an LOQ under this tab. Proposers shall also include a brief resume including education, experience, licenses and any other pertinent information for each assigned personnel under this tab. Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of the CITY. Under no circumstances shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

Any information/personnel that does not adequately fit in the space provided on the LOQ form shall be added on an additional sheet to be appended to the LOQ.

TAB: 3 Table of Organization (T.O.)

Proposer shall submit a table of organization, to includes the following:

1. Listing of all team member firms as denoted on the LOQ. All firms must be denoted with proper Federal Employer Identification Number (FEIN). For purposes of satisfying the applicable requirements of this solicitation. The CITY considers every company having a different FEIN, a separate legal entity.
2. Listing of all assigned personnel and professional services. A discipline/technical category should be assigned to each team member in connection with this project.

TAB 4: Narrative For Criteria

Proposers shall submit a brief narrative detailing responses to each evaluation criterion described in [EVALUATION CRITERIA](#) section.

TAB 5: Project Approach

Proposer shall provide a narrative detailing the Proposer's understanding of the proposed scope of work, which may include but not be limited to, studies performed that affect this project, key design elements, (a design scheme may be required), effects on the community involved, and awareness of the permitting requirements, including health and safety measures applicable to the project's scope. Proposer's approach to the project, sustainable design principles as outlined in the solicitation document, and implementation of LEED requirements, as applicable.

TAB 6: Experience & Qualification of Firm

Proposers shall submit an Experience & Qualification Reference Form for each team member (Prime, A/E Sub- consultant, and/or non-A/E sub-consultant), as applicable. The applicable firm must list a previous similar type project in which it has performed work. The reference provided should be for one project and must comply with the requirements listed within the Solicitation. Firms must denote whether the reference project is to meet a preferred experience and qualification requirement, and/or a general project reference. The Experience & Qualification Reference Form may be submitted more than once per individual team member firm, as applicable. Please be advised that each individual reference may be contacted by CITY staff or designee to verify the information provided in the Experience & Qualification Reference Form.

Proposer should include copies of each team member's professional license(s) required to perform the requested scope of work.

Proposers shall also provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements under this tab.

TAB 7: Required Forms/Affidavits (only required of the Prime Consultant)

- A. American with Disabilities Act (ADA) Nondiscrimination Statement
- B. Business Entity Affidavit
- C. Certification Regarding Debarment, Suspension, Etc.
- D. Contractor Due Diligence Affidavit.
- E. Domestic Partnership Affidavit
- F. Drug Free Workplace Certificate
- G. Employee Background Verification Affidavit
- H. E-Verify Affidavit
- I. Florida Division of Corporations (submit proof of active registration)
- J. Foreign (Non-Florida) Corporation Form (if applicable)
- K. Foreign Country of Concern Affidavit
- L. Non-Collusion Affidavit
- M. Non-Conflict of Interest Statement
- N. Ownership Disclosure Affidavit
- O. Sample Insurance
- P. Public Entity Crimes Statement

Q. Scrutinized Companies Affidavit

R. W-9

Failure to provide the information required by the CITY may result in the negative evaluation of the team, or disqualification of the team, at the CITY's sole discretion.

The selected Proposer(s) may be required to disclose any lawsuits that include allegations of discrimination in the last ten years prior to the date of solicitation, the disposition of such lawsuits, or a statement that there are NO such lawsuits, as part of a responsibility review prior to award.

3.2. COMMUNICATIONS AND SUBMITTAL OF ADDITIONAL INFORMATION

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

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

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

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

The responsibility for submitting a proposal to the CITY, on or before Monday, March 2, 2026 at 12:00 pm, is solely and strictly the responsibility of the Proposer. The City of Cooper City is not responsible for delays caused by technical difficulty, nor caused by any other occurrence. Proposals shall not contain any external links, animations and/or videos. If there are any questions regarding OpenGov, please contact OpenGov Support at procurement-support@opengov.com.

3.4. POSTPONEMENT/CANCELLATION/IRREGULARITIES

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

3.5. COSTS INCURRED BY PROPOSERS

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

4. EVALUATION PROCESS

4.1. INTRODUCTION

The City Manager or City Manager's designee shall appoint an Evaluation Committee (EC) with the appropriate experience and/or knowledge necessary to evaluate the scopes of services and make a recommendation based on the criteria set forth in the solicitation.

The EC will be composed of the appropriate City personnel and community members, as needed, and will be balanced with respect to ethnicity and gender, where possible. All meetings of an evaluation committee shall be open to the public in accordance with the Florida Sunshine Law, as amended, and public notice shall be conspicuously posted by the City.

4.2. SELECTION PROCESS

In accordance with the guidelines established in Article X of the Cooper City Procurement Code, proposals will be evaluated based on a two-tier selection process, as applicable. In the event that the City receives fewer than three proposals, the City may, in consideration of the nature of the project (specialized scope of services, technical certifications required, preclusion language, potential for organizational conflict of interest, project priority, etc.), elect to proceed with the proposal(s) received that are determined to be responsive and responsible.

4.3. REVIEW OF PROPOSALS

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

4.4. PROPOSAL EVALUATION

The EC will evaluate responsive proposals, based on First and Second Tier criteria, in an effort to make a responsible recommendation to the City Manager or City Manager's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. Upon the City Manager or City Manager designee's recommendation and Commission approval, the City shall enter into negotiations with the recommended proposer(s).

First Tier evaluation will be performed based on the criteria listed under First Tier Criteria. A proposer may receive a maximum qualitative point value of 100, or any portion thereof, per EC member in his or her discretion, depending on the merit of the proposal in accordance with the criteria listed within the Solicitation.

The EC Chairperson records the qualitative points awarded by each EC member for each criteria listed within the Solicitation for each respondent firm. The EC Chairperson records the total qualitative points for each firm. Disparities may be identified. The EC Chairperson determines and records ordinal scores for each firm based on the qualitative points awarded to each firm by each EC member. The firms shall be ranked by the EC based on the adjusted ordinal score and such rank shall become the final rankings for recommendation by the EC (EC Rank).

If a tie exists in the ordinal scores of a EC member, the first tie-breaker is the highest qualitative points for criterion 1A by that EC member. If the tie still exists, the second tie-breaker is the highest qualitative points by that EC member for criterion 2A, or if it still exists, by 3A, or 4A, in that order, until the tie is broken. If the tie still has not been broken, the tie-breaker is the highest total qualitative points, by all EC members, for criterion 1A, followed by 2A, 3A, or 4A, in that order, until the tie is broken.

The EC Chairperson shall determine the adjusted ordinal score by discarding the highest and lowest ordinal scores for each firm and tabulating the remaining ordinal scores. Should a tie exist in the total adjusted ordinal score, the first tie-breaker is the highest total adjusted qualitative points. If the tie still exists, the second tie-breaker is the highest total qualitative points for criterion 1A, followed by 2A, 3A, or 4A in that order, until the tie is broken. The ordinal ranking is then determined.

The adjusted qualitative score of all EC Ranked proposers will be determined by discarding the highest and lowest total qualitative scores and tabulating the remaining qualitative scores. The adjusted qualitative scores shall be used for tie-breaking. Upon conclusion of the First Tier evaluation process, the EC may exercise one of the following options:

- A. The ESC may waive the Second-Tier evaluation process, and recommend to the City Manager or City Manager's designee that a contract be negotiated with the highest-ranked responsive and responsible proposer(s) based solely on the evaluation results of First Tier. Upon the City Manager or City Manager designee's recommendation and approval of the City Commission, the City shall enter into negotiations with the recommended proposer(s).
- B. The EC may short-list and require short-listed respondents to participate in a Second-Tier evaluation. Short-listed respondents may be required to submit additional documentation which may include, but is not limited to, knowledge of project scope, qualifications of team members assigned to the project, and ability to provide required services within schedule and budget and /or to participate in oral presentations.

If the EC decides by majority vote to waive the Second-Tier evaluation process, the EC recommendation shall be reflective of the ranking. Upon the City Manager or City Manager designee's recommendation and approval by the City Commission, the City shall enter into negotiations with the recommended respondent(s).

If the EC decides by majority vote to proceed to the Second-Tier evaluation process, the EC First Tier ranking shall be reflective of the application of any tie-breakers.

If proceeding to the Second-Tier, the order of oral presentations for the short-listed firms will be based on the reverse order of final ranking from the First Tier meeting.

Purchasing staff will notify short-listed respondents regarding the following, as applicable:

- Oral presentation date, time, location, and duration
- Additional information, if any, requested by the EC, and the submittal due date and time. Please refer to [SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE](#)

Please note that on the day prior to the Second-Tier meeting, all presenting Teams are required to provide the City, in an electronic format, a copy of all materials to be shown/presented during the Oral Presentation, including but not limited to: any handouts, banners, boards, PowerPoint presentations, and videos.

A proposer participating in the Second-Tier evaluation process may receive a maximum qualitative point value of 100, or any portion thereof, per EC member in his or her discretion, depending on the merit of the proposal in accordance with the criteria listed in Second-Tier Criteria.

The EC's scores for Second-Tier criteria will be submitted in writing to the EC Chairperson. Disparities may be identified if deemed necessary by the City. The total qualitative points given by each EC member to each respondent will be converted to an ordinal score. The firms shall be ranked by the EC based on the ordinal score and such rank shall become the final rankings for recommendation by the EC (EC Rank).

If a tie exists in the ordinal scores of an EC member, the first tie-breaker is the highest qualitative points for criterion 1B by that EC member. If the tie still exists, the second tie-breaker is the highest qualitative points for criterion 2B by that EC member, followed by 3B. If the tie still exists, the tie-breaker is the highest total qualitative points, by all EC members, for criterion 1B, 2B, or 3B, in that order, until the tie is broken.

Should a tie exist in the total ordinal score, the first tie-breaker is the highest total qualitative points. If the tie still exists, the second tie-breaker is the highest total qualitative points for criterion 1B, followed by 2B, or 3B, in that order, until the tie is broken.

Upon the City Manager or City Manager designee's recommendation and approval by the City Commission, the City shall enter into negotiations with the recommended proposer(s).

4.5. EVALUATION CRITERIA

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

First-Tier Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Criterion 1A: Qualifications of Firms Including the Team Members Assigned to the Project Evaluation of the qualifications of the firm and individuals to be assigned to the project, quality and availability of the manager and staff of the firm to be assigned (if any). The qualifications shall also include, but not be limited to, familiarity with City of Cooper City & Broward County regulations and the experience level of professional and management staff. (Refer to requirements of the Solicitation)	Points Based	50 (50% of Total)
2.	Criterion 2A: Knowledge and Past Experience of Similar Type Projects Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that may affect the specific project being evaluated for: key design elements, contract, approach to the project, understanding and awareness of the permitting requirements involved with the project and health and safety programs as applicable. Evaluation of respondent's past experience and knowledge on similar type projects. (Refer to requirements of the Solicitation)	Points Based	25 (25% of Total)
3.	Criterion 3A: Past Performance for the Firms Evaluation of the firms on the team, overall interrelationship with proposed sub-consultants and responsiveness, experience in scheduling projects, and timely submittal of deliverables on past projects. Respondents shall submit a minimum of two (2) references for projects performed in the State of Florida over the past five (5) years of similar size and scope as described within the Solicitation.	Points Based	20 (20% of Total)

Request For Proposal #RFQ2026-1

Title: Engineering Design Services For Electrical Improvements to the City's Water And Wastewater Treatment Plant

4.	Criterion 4A: Ability of the Team Members to Interface with the City Communication ability, proximity to the project, commitment to satisfy the City's requirements and familiarity with City of Cooper City & Broward County guidelines.	Points Based	5 (5% of Total)
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Second-Tier Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Criterion 1B: Knowledge of Project Scope Evaluation of the respondent's understanding of the scope of work, which may include but not be limited to studies performed that affect this project, key design elements (a design scheme may be required), and effects on the community involved. The managerial approach to the advertised solicitation shall also be evaluated, including the implementation of systems that shall be utilized to keep track of the project schedule, cost control, quality assurance and quality control, understanding and awareness of permitting requirements and health and safety programs.	Points Based	50 (47.6% of Total)
2.	Criterion 2B: Qualifications of Team Members Assigned to the Project Evaluation of the qualifications of the individuals to be assigned to the project, including the project manager and staff of the firm to be assigned (if any). The qualifications shall include, but not be limited to, experience with similar projects, management experience, and familiarity with City of Cooper City & Broward County regulations.	Points Based	45 (42.9% of Total)
3.	Criterion 3B: Ability to Provide Required Services within Schedule and Budget Evaluation of the respondent's overall management approach, including experience in scheduling projects, systems that will be used to keep track of the schedule, cost control, quality assurance, and quality control, issues, and methods employed to avoid cost overruns and project delays.	Points Based	10 (9.5% of Total)

4.6. ORAL PRESENTATIONS/DISCUSSIONS

As provided within the Solicitation, oral presentations/discussions may be conducted with Proposers who submit proposals determined to be reasonably acceptable for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining Best and Final Offers (BAFOs). In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. In the event of receipt of an adequate number of proposals, which in the opinion of the EC require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations.

4.7. NEGOTIATIONS

The CITY reserves the right to enter into contract negotiations with the Selected Proposer(s), and/or may request best and final offers. In any event, the CITY engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price. If the CITY and the proposer(s) do not agree to the terms of the Professional Service Agreement, then the CITY may elect to terminate negotiations and begin negotiating with the second-highest-ranked proposer and so forth. This process will continue until a contract has been executed or all submittals have been rejected. No proposer shall have any claims and/or rights against the CITY arising from such negotiation and/or the qualification process.

4.8. CONTRACT AWARD

Award shall be made to the responsible Proposer whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the CITY, taking into consideration the evaluation factors set forth in this Solicitation. The City reserves the right to waive any and all formalities of the proposal procedure and to award the proposal in the best interest of the CITY. The CITY may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interests of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

5. GENERAL CONDITIONS

5.1. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and submitted using the Question/Answer feature provided by OpenGov at <https://procurement.opengov.com/portal/coopercity/projects/235365>. Subject requests must be submitted no later than Monday, March 2, 2026 by 12:00 pm .

The CITY will issue responses to inquiries and any other supplements, corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements, or explanations other than those made in this Solicitation or in any written addenda to this Solicitation. Where there appears to be conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda. Proposers are required to acknowledge each addenda as part of their proposal.

Proposers who obtain copies of this Solicitation from sources other than OpenGov risk not receiving project addenda. Such Proposers are solely responsible for those risks.

5.2. PROPRIETARY INFORMATION

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

All proposals received from Proposers in response to this solicitation will become the property of the CITY and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the CITY.

5.3. ADDENDUM OR AMENDMENT TO SOLICITATION

If it becomes necessary to revise or amend any part of this solicitation, the CITY's Purchasing Division shall furnish the revision by written addendum and will post all addenda within the OpenGov Procurement Portal.

5.4. LEGAL REQUIREMENTS/APPLICABLE LEGISLATION

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

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 119.0701: Contracts; Public Records
- Chapter 125, County Government
- Chapter 163: Intergovernmental Programs
- Chapter 186: State and Regional Planning
- Section 286.011: Public Meetings and Records
- Section 286.0113—General Exemptions form Public Meetings
- Chapter 337: Contracting; Acquisition, Disposal, and Use of Property
- Chapter 339: Transportation Finance and Planning
- Section 215.473: Divestiture by the State Board of Administration; Sudan; Iran
- Section 215.4725: Prohibited investments by the State Board of Administration; companies that boycott Israel.
- Section 287.001: Procurement of Personal Property and Services
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes
- Section 287.135: Prohibition against contracting with scrutinized companies
- Section 287.138: Contracting with entities of fo reign counties prohibited
- Section 295.187: Florida Veteran Business Enterprise Opportunity Act
- Section 448.095: Employment eligibility

City of Cooper City Procurement Code

- Article X. Cooper City Procurement Code

Copies of the aforementioned legislation may be obtained from the City Clerk's Office.

5.5. GOVERNING LAW AND VENUE

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

5.6. NON-EXCLUSIVE

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

5.7. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

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

5.8. INSURANCE

Prior to award of this Solicitation, the Selected Proposer will be required to furnish evidence of the following insurance coverages by a licensed Florida Company that has at least a "BEST" rating of "A." Without limiting any of the other obligations or liabilities of proposer, proposer will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverages set forth herein.

- A. Workers compensation insurance to apply for all employees of the contractor, subcontractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
- B. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- C. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability.
- D. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
- E. Professional Liability/Errors and Omissions Coverage - Combined single limit each occurrence \$2,000,000 general aggregate limit \$4,000,000
- F. The City is to be expressly included as an "Additional Insured" in the name of "City of Cooper City" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
- G. Policy(s) must be endorsed to provide for thirty (30) days written notice to the City of cancellation and/or restriction.

5.9. INSURANCE - SPECIAL COVERAGES

5.9.1. Professional Liability

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

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

5.9.2. Property Coverage (Builder's Risk)

For buildings/structures under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

5.9.3. Property Coverage (on-going basis)

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the owner and Lessee in the property against all risk of physical loss and damage and name the City as a loss payee.

Lessee shall, at Lessee's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

5.10. INDEMNIFICATION

Proposers shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Except as specifically mentioned above, a professional services contract entered into with a public agency may not require that the Proposer defend, indemnify, or hold harmless the agency, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding, and any such contract provision shall be void as against the public policy of this state.

5.11. WRITTEN CONTRACT

The Awarded Proposer/Successful Proposer shall be required to enter into a written Contract with the City. The draft contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the City and acceptable by the City Commissioners. The draft contract may be attached to this solicitation or provided during negotiations to the Recommended Proposer. No work shall be performed, or payment due, unless a written Contract is fully executed and approved by the City Commission and a purchase order/formal notice to proceed has been issued.

5.12. CONTRACT DOCUMENT

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

5.13. VENDOR REGISTRATION

The Recommended Proposers shall be registered as a vendor with the CITY. The City's Purchasing Division will send the Recommended Proposer the required vendor registration documents. In the event that the Recommended Proposer does not register with the City or the Proposer's registration profile does not meet the Vendor Registration requirements, and it is not expeditiously addressed, the CITY may, in its sole discretion, negotiate and award to the next highest ranked responsive, responsible proposer.

5.14. CONFIDENTIAL INFORMATION

The Proposer shall not submit any information in response to this solicitation that the Proposer considers to be a trade secret or confidential. The submission of any information to the CITY in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by submission of an electronic proposal, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the CITY to release such information to the public for any reason.

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

5.15. ASSIGNMENT

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

5.16. NO PARTNERSHIP OR JOINT VENTURE

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

5.17. PROTESTS, APPEALS AND DISPUTES

Any actual or prospective proposer, bidder, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cooper City, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed. (see [Cooper City Code of Ordinances Section 2-265](#) for further information.)

5.18. PATENTS AND ROYALTIES

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

5.19. TAXES

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

5.20. CONTRACTOR'S COSTS

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

5.21. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. 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.

PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY.

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, respective contract number and shall be submitted to the Accounts Payable division of Finance to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328; with the requesting Department labeled on the mailing envelope.

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

5.22. SUPPLY/DELIVERY LOCATION

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

5.23. ELIGIBILITY

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

5.24. EVIDENCE

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

5.25. DISCLAIMER

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

5.26. MODIFICATION OF SERVICES

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

The CITY reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the CITY, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the CITY on any portion of a contract resulting from this Solicitation, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

If the Successful Proposer and the CITY agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the CITY for approval prior to proceeding with the work.

5.27. DEFAULT

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

5.28. TERMINATION

A. Default by Contractor

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

B. City Termination

1. In the event there should occur any Material Breach or Material Default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), City, may if such breach or default is continuing, terminate this Agreement upon written notice to Contractor.
2. If Contractor shall fail to cure its breach or default as specified in this Section, City may terminate this Agreement upon thirty (30) days written notice. In such case, Contractor shall not be entitled to receive further payment for services rendered from the Effective Date of the Notice of Termination.
3. In addition, City may invoke performance and payment bonds and may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in City's sole opinion shall be required for the completion of the Agreement.
4. All damages, costs and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case the damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.
5. If after Notice of Termination it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in this Section.

6. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
7. The following events shall, without limitation, constitute a Material Breach or a Material Default by Contractor for purposes of this Section:
 - a. Contractor shall abandon as hereinafter defined, the performance of services for a period of five (5) consecutive calendar days unless caused by event of Uncontrollable Force. As used herein, the term "abandon" shall refer to voluntary cessation of performance of service.
 - b. The failure of Contractor to pay amounts owed to City under the terms of this Agreement within fourteen (14) calendar days after such amounts become finally due and payable.
 - c. In the event that the Contractor becomes financially distressed as evidenced by one or more of the following:
 - i. Contractor fails to pay its debts when they become due;
 - ii. Contractor has filed for relief or reorganization and bankruptcy or insolvency;
 - iii. Contractor makes an assignment for benefit of its creditors in lieu of taking advantage of any available bankruptcy or insolvency law;
 - iv. Contractor shall consent to the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or if Contractor is adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.
 - d. The default by Contractor with respect to any obligation to any third party pertaining to Contractor or to the Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of Contractor, to assume control of Contractor or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
 - e. If Contractor shall fail to submit a Performance Bond or a renewal or substitute Performance Bond as required pursuant to this Agreement.
 - f. If Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement. The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

C. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor

acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

D. Termination for Default

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

E. Cancellation for Unappropriated Funds

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

5.29. PROPERTY

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

5.30. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

5.31. INDEPENDENT CONSULTANT

The Contractor is an independent consultant under this Agreement. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, 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 consultant.

5.32. EQUITABLE ADJUSTMENT

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

5.33. FORCE MAJEURE (UNCONTROLLABLE CIRCUMSTANCES)

The City and Successful Proposer will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

5.34. PUBLIC RECORDS

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

TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
PRR@cooperCity.gov

5.35. RECORDS RETENTION

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

5.36. AUDITS

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

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

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

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

5.37. PROPOSER DUE DILIGENCE AND PROFESSIONAL ADVICE

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

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

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

Each Proposer shall be fully informed as to the contents of this Solicitation and shall be solely responsible for ensuring that its Proposal complies with City and other applicable requirements. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, if the City determines that the Proposer did not follow the requirements of this Solicitation.

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

5.38. PROHIBITION AGAINST LOBBYING

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

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

5.39. ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

A. Identification of Organizational Conflict of Interest

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

B. Addressing Organizational Conflicts of Interest

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

C. Measures to Address Organizational Conflicts of Interest

1. The measure, or combination of measures, which may be appropriate to address an organizational conflict of interest, if any, shall be decided by the City's Procurement Manager or designee, and include, but are not limited to: (a) avoidance of risk through reduction of subjectivity in the analysis or by defining work tasks and deliverables with specificity, (b) requiring the Proposer, its Team Members, its Key Personnel, or its subcontractors or sub-consultants to implement structural barriers (firewalls) and internal corporate controls, (c) limiting the subcontractor, sub-consultant or personnel to be involved in a work assignment, (d) employing specific hourly limits on defined tasks, (e) limiting or prohibiting certain pass through fees and markups, (f) executing a mitigation plan which will define specific duties to mitigate organizational conflicts of interest, (g) requiring persons who are conflict free to perform identified areas of work, (h) requiring the person to adopt, disseminate and instruct staff on conflict of interest identification and remediation procedures and (i) relying on more than one source or on objective or verifiable data or information.

D. Documentation and Evaluation

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

E. Organizational Conflicts of Interest which are not Remedied

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

5.40. BID/PROPOSAL ACKNOWLEDGEMENT

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

5.41. E-VERIFY

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- B. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- C. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- D. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

5.42. ANTI-DISCRIMINATION

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

5.43. COLLUSION

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

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.
- B. Any prices and/or cost data quoted for this solicitation have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- D. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the award of the solicitation upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

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

5.44. PUBLIC ENTITY CRIMES

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

5.45. SCRUTINIZED COMPANIES

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

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

5.46. NON-CONFORMANCE TO CONTRACT CONDITIONS

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

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

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

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

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

- A. As used in this section, the term "awarding body" means:
 - 1. For state contracts, an agency, or the department.
 - 2. For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- B. An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
 - 1. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
- C. Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

5.48. CANADIAN COMPANIES

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

6. ATTACHMENTS & EXHIBITS

7. PROPOSAL SUBMITTAL FORM

7.1. PROPOSER QUESTIONNAIRE

Inquiries concerning this solicitation shall be directed through the City's OpenGov Procurement Project

Portal: <https://procurement.opengov.com/portal/coopercity/projects/235365>

The following material is required to be submitted by Tuesday, March 24, 2026, to be considered for award.

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

The technical proposal should address all of the points outlined in the solicitation. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the solicitation. While additional data may be presented, the following subjects shall be included:

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

1. Proposer Information

1.1. *Proposer's legal company name (include d/b/a if applicable):**

Maximum response length: 120 characters

*Response required

1.2. *Proposer's Federal Taxpayer/Employer Identification Number (FEIN).****

Maximum response length: 12 characters

*Response required

1.3. *State Incorporated/Organized:**

Maximum response length: 15 characters

*Response required

1.4. *Proposer's organizational structure.**

- ☐ C-Corporation
- ☐ S-Corporation
- ☐ Limited Liability Corporation (LLC)
- ☐ Partnership
- ☐ Sole Proprietorship

Request For Proposal #RFQ2026-1

Title: Engineering Design Services For Electrical Improvements to the City's Water And Wastewater Treatment Plant

☐ Joint Venture

☐ Other (explain):

*Response required

1.5. *If Corporation/Limited Liability Company/Other Legal Entity (also referred to as "Company), Provide Date Incorporated/Organized:*

Maximum response length: 10 characters

1.6. *Company Operating Address (including City, State & Zip Code):**

Maximum response length: 75 characters

*Response required

1.7. *Company Contact Person & Title:**

Maximum response length: 60 characters

*Response required

1.8. *Company Contact Person Email Address:**

Maximum response length: 100 characters

*Response required

1.9. *Company Contact Person Phone Number:**

Maximum response length: 17 characters

*Response required

1.10. *Are any owners/principals/persons with ownership interest in your company a City of Cooper City Elected Official, Commission Board Member or Employee?**

☐ Yes

☐ No

*Response required

1.11. *Waiver of Confidentiality and Trade Secret Treatment of Proposal**

The Proposer acknowledges and agrees that the submittal of the Proposal is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the Proposal will be available for public inspection after opening of proposals and may be considered by the CITY or a evaluation committee in public.

By submitting a Proposal pursuant to this Solicitation, Proposer agrees that all such materials may be considered to be public records. The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential.

In the event that the Proposal contains a claim that all or a portion of the Proposal submitted contains confidential, proprietary or trade secret information, the Proposer, by signing below, knowingly and expressly waives all claims made that the Proposal, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the CITY to release such information to the public for any reason.

☐ Please confirm

*Response required

Request For Proposal #RFQ2026-1

Title: Engineering Design Services For Electrical Improvements to the City's Water And Wastewater Treatment Plant

1.12. *Acknowledgment of Waiver:**

Proposer's Authorized Representative's Signature and Title:

Maximum response length: 100 characters

*Response required

2. **Technical Proposal**

2.1. *Technical Proposal**

Please submit your firm's Technical Proposal here. The technical proposal should include all documents and information required in [FORMAT, CONTENTS AND DOCUMENTS](#).

*Response required

3. **Submission**

3.1. *The undersigned hereby certified that this Proposal is submitted in response to this Solicitation and that the Proposer agrees to the terms and conditions listed within.**

☐ Please confirm

*Response required

3.2. *Proposer's Authorized Representative's Signature**

By entering the name and title of the Proposer's Authorized Representative below, the Proposer further acknowledges that this entry constitutes the Authorized Representative's digital signature.

The execution of this form constitutes a good faith commitment by the Proposer to negotiate a contract with the CITY in substantially similar terms to the Proposal offered and, if successful, in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Maximum response length: 75 characters

*Response required