



CITY OF COOPER CITY, FLORIDA

Invitation to Bid

ODOR CONTROL CHEMICALS ITB 2023-4-UTL

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268
Purchasing@CooperCity.gov

Release Date: Thursday, July 20, 2023
Due Date: Thursday, August 24, 2023

**CITY OF COOPER CITY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, August 24, 2023 from qualified contractors that are able to supply odor control chemicals for the city's wastewater treatment plant. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

**ODOR CONTROL CHEMICALS
ITB 2023-4-UTL**

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

Bids must be received ONLINE using the www.demandstar.com E-bidding platform. The complete submittal must be received no later than 3:00 P.M. (EST), Thursday, August 24, 2023. It is anticipated that bids will be opened at approximately 3:01 P.M. EST at the Commission Chambers located at 9090 Southwest 50th Place, Cooper City, Florida 33328.

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

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

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

CITY OF COOPER CITY
City Clerk's Office

Please publish one (1) time on:

Thursday, July 20, 2023

Please send invoice and proof of publication to:

Tedra Allen, City Clerk City of Cooper City 9090
SW 50 Place Cooper City, FL 33328
TAllen@CooperCity.gov

SECTION I – INTRODUCTION AND INFORMATION

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

1.1. PURPOSE

The City of Cooper City (the "City") is seeking a company to supply Odor Control Formulation for the city's wastewater treatment plant. The successful bidder will be required to demonstrate the removal or masking of the odor-producing compounds.

1.2. DUE DATE & SUBMITTALS

1.2.1. All bids must be submitted electronically via www.demandstar.com E-bidding no later than 3:00 PM (EST), Thursday, August 24, 2023. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

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

1.2.3. The bid response forms must be signed by an officer of the proposing entity or an authorized person. Telegraphic, facsimile and email bids will not be accepted.

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

1.3. PRE-BID MEETING - NONE

1.4. ELIGIBILITY AND COMPETENCY OF BIDDERS

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

1.5. CONTRACT TERM

1.5.1. The contract shall be for an initial period of three (3) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for two (2) additional one (1) year terms under the same terms and conditions, if mutually agreed in writing by both parties.

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

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

1.6. SUPPLY/DELIVERY LOCATION/WORK

The delivery location of the product proposed under this contract will be Cooper City Utilities Complex, 11791 SW 49th Street, Cooper City, FL 33330. Deliveries should be pre-scheduled by calling 954-434-5519 and will be accepted Monday through Friday only, between 7:00AM and 2:00PM.

1.7. PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 120-days, commencing on the bid submittal due date. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8. 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 Bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Purchasing Division.

1.9. METHOD OF AWARD

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

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

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

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

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

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

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

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

1.10. INVOICES/PAYMENT

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

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

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

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

1.11. INFORMATION OR CLARIFICATION

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

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

1.12. WRITTEN CONTRACT

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

1.13. OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, July 20, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, August 10, 2023
BIDS DUE (Prior to 3:00PM EST) Via www.demandstar.com sealed E-bidding ONLY	Thursday, August 24, 2023
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

The City reserves the right to modify the solicitation schedule. Upon modification of the solicitation schedule, notice will be provided to all proposers online via <https://www.demandstar.com> and the City website.

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

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

3.1. SPECIAL CONDITIONS

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

3.2. BID TABULATIONS

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

3.3. NO BID

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

3.4. BILLING INSTRUCTIONS

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

3.5. TAXES

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

3.6. EQUIVALENTS

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

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

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

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

3.7. MISTAKES

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

3.8. CONDITIONS AND PACKAGING

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

3.9. QUALITY

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

3.10. CANCELLATION

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

3.11. PROTESTS, APPEALS AND DISPUTES

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

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

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

3.13. COMPLETE PROJECT REQUIRED

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

3.14. PRICES QUOTED

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

3.15. UNDERWRITERS' LABORATORIES (the "UL")

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

3.16. NON-CONFORMANCE TO CONTRACT CONDITIONS

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

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

3.17. DISPUTES

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

3.18. LEGAL REQUIREMENTS

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

3.19. PATENTS AND ROYALTIES

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

3.20. OSHA

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

3.21. ANTI-DISCRIMINATION

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

3.22. DEFAULT

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

3.23. SUBSTITUTIONS

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

3.24. BIDDER'S FACILITIES

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

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

3.26. EVIDENCE

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

3.27. DEMONSTRATION OF COMPETENCY

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

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

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

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

3.28. ASSIGNMENT

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

3.29. INDEMNIFICATION

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

3.30. NON-EXCLUSIVE

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

3.31. SUNSHINE LAW

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

3.32. FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces

and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.33. COLLUSION

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

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

3.34. CONE OF SILENCE

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

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

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the

procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.35. ELIGIBILITY

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

3.36. TIE BIDS/PREFERENCE

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

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

3.37. SPOT MARKET PRICING: N/A

3.38. PROPERTY

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

3.39. TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that

if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.40.

3.40. TERMINATION FOR CONVENIENCE

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

3.41. CONFIDENTIALITY

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

3.42. GOVERNING LAW AND VENUE

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

3.43. NO PARTNERSHIP OR JOINT VENTURE

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

3.44. AUDITS

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

3.45. PUBLIC RECORDS:

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

- G. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

TEDRA ALLEN / CITY CLERK
CITY OF COOPER CITY
9090 SW 50th PLACE
COOPER CITY, FL 33328
PRR@COOPERCITY.GOV

3.46. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

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

3.47. E-VERIFY

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - ii. 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
 - iii. 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.

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1. GENERAL CONDITIONS

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

4.2. TIME OF COMPLETION - **NOT REQUIRED FOR THIS BID**

Time is a very important factor in the performance of this work. The time for final completion and readiness for final payment are to be set forth in the bid and shall become part of the contract documents. Violation may void the contract, and/or preclude the contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

4.3. INSURANCE

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

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

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

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

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

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

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

4.3.1. REQUIRED INSURANCE

Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide City with certified copies of all insurance policies providing coverage as required. The awarded vendor shall maintain insurance coverage against claims relating to any act or omission by Successful Proposer, its agents, representatives, employees, or Subcontractor in connection with the Contract. City reserves the right at any time to review and adjust the limits and types of coverage required.

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

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

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

The City of Cooper City must be shown as an additional insured with respect to this coverage.

4.3.1.2. Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

4.3.2. REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

4.3.3. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies. Sexual Abuse may not be excluded from any policy.

4.3.4. BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS BID

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

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

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

4.4. PERMITS, FEES AND NOTICES

- 4.4.1. The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.
- 4.4.2. The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.
- 4.4.3. The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5. BONDS

4.5.1. PERFORMANCE/PAYMENT BOND - NOT REQUIRED FOR THIS BID

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2. BID BOND - NOT REQUIRED FOR THIS BID

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

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

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

4.6. VARIANCES

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

4.7. INDEPENDENT CONTRACTOR

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

4.8. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

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

4.9. SUBSTITUTION OF PERSONNEL

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

4.10. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

4.11. CONTRACTORS' COSTS

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

4.12. INVOICES/PAYMENT

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

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

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

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13. DELETION OR MODIFICATION OF SERVICES

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

4.14. REQUESTS FOR MODIFICATION

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

4.15. BID ACKNOWLEDGMENT

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

4.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY

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

4.17. ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

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

4.18. ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation. An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid. Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation. The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19. ADDENDUM OR AMENDMENT TO REQUEST FOR BID

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

4.20. PROPRIETARY INFORMATION

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

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

4.21. RECORDS RETENTION

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

4.22. CONTRACT DOCUMENT

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

4.23. PERFORMANCE STANDARDS

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

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

4.24. LIQUIDATED DAMAGES

Liquidated damages of \$100.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

4.25. FEMA REQUIREMENTS – NOT REQUIRED FOR THIS BID

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

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

4.25.2. If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- 4.25.3.2. Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- 4.25.3.3. Copeland "Anti-Kickback" Act:** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.
- 4.25.3.4. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
- 4.25.3.5. Clean Air Act:** Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act:

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

Federal Water Pollution Control Act:

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

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

or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

4.25.3.9. Recovered Materials.

- (1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

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

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

State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4.25.3.13. No Obligation by the Federal Government

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

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

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

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

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1. SCOPE OF WORK

Furnish and deliver Odor Control Formulation for odor control in the City of Cooper City's wastewater treatment plant. The successful bidder will be required to demonstrate the removal or masking of the odor-producing compounds. **Vendor must provide a 5 gallon sample when submitting the bid. Sample must be clearly marked "ITB 2023-4-UTL, ODOR CONTROL CHEMICALS, including the vendor's name.** Bids will only be considered for Odor control that can be added to water and sprayed with a misting system. Bids based upon furnishing any other product not demonstrated to provide similar performance at equal or lower dosages prior to submitting the bid will not be considered and will be rejected as non-responsive.

5.2. GENERAL SPECIFICATIONS

- 5.2.1. The odor control formulation must be in liquid form specifically designed for odor removal and control in waste plants. Dry odor control products will not be considered.
- 5.2.2. The bid should only include manufactured products carrying the original manufacturer's label, and relabeled chemistries will not be accepted.
- 5.2.3. The bid package should include a product data bulletin and Material Safety Data Sheet (MSDS) to demonstrate the product's safety for use with a misting system.

5.3. Product Delivery Specifications

- 5.3.1. The product must be delivered in 275-gallon totes with a net weight of 2750 pounds.
- 5.3.2. Each tote must be properly labeled and provide a lot number for batch allotment identification and the date of manufacture.
- 5.3.3. All shipping containers must be new, unused, and comply with local, state, and federal requirements.
- 5.3.4. The delivery quantities should be in the form of 275-gallon totes.
- 5.3.5. All containers must be intact with no visible signs of damage that could expose the product.
- 5.3.6. Deliveries may require hydraulic tailgate services for offloading, and a pallet jack or drum truck may be necessary to move the product to the rear of the delivery vehicle.
- 5.3.7. The bidder should familiarize themselves with the delivery process to all sites indicated by the Cooper City Wastewater Facility.
- 5.3.8. The cost listed on the proposal form should include all expenses, including freight and delivery charges to the specified location at the City of Cooper City FL, WWTP plant (11791 SW 49 Street Copper City FL, 33330).

5.4. Experience and Location Requirements

- 5.4.1. Bidders must have a minimum of 5 years of experience in odor control.
- 5.4.2. The bidder should have a branch or supplier located east of the Mississippi River.

[END OF SECTION]

Attachment A
(Page 1 of 5)

City of Cooper City, Florida

Bid Form

ODOR CONTROL CHEMICALS

ITB 2023-4-UTL

Bids Due: Thursday, August 24, 2023

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268

Purchasing@CooperCity.gov

Released Date: Thursday, July 20, 2023

Submitted by: _____
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A
(Page 2 of 5)

Project: ODOR CONTROL CHEMICALS
Contract Identification: ITB 2023-4-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Submission:
Bids shall be submitted electronically via www.demandstar.com E-bidding platform.
5. Addenda, Additional Information-Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

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

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders.

The deadline for submission of questions is 5:00 PM, Thursday, August 10, 2023.

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

6. Summary of Documents to be submitted with Bid:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 5)

Bidder's Contact Information

Name of Company: _____

Address: _____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

Attachment A
 (Page 5 of 5)

**PRICING SHEET
 ODOR CONTROL CHEMICALS**

Item	Description	Unit	Unit Price
I.	Odor Control Formulation	275 gal. tote	\$
All prices must be FOB Destination, freight included and shall be inclusive of all costs.			

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

- _____ YES, other government agencies may piggyback this Agreement.
- _____ NO, other government agencies may NOT piggyback this Agreement.

Submitted by: _____
 (Print)

Authorizes Signature: _____
 (Sign)

Company Name: _____

Date: _____

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

ATTACHMENT B

REFERENCES

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

1. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

2. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

3. ENTITY/COMPANY NAME: _____
ADDRESS: _____
CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____
CONTRACT PERIOD: FROM: _____ TO: _____

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

ATTACHMENT C
(Page 1 of 2)

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

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

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

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

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

whose business address is: _____

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

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

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

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT D

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

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

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

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

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

whose business address is: _____

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

I, being duly first sworn state:

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

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

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

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

Signature

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

ATTACHMENT F

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

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

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

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

The list of activities of subsection (2) is not exhaustive.

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

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

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorships of Self Employed

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

Signature of Authorized Agent of Proposer

Bidder's Legal Name

ATTACHMENT G

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Click Here to Sign](#) Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT H

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

Dear Provider of Services or Goods:

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

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

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

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

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

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

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

Signature of Affiant

Print Name

Date

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

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

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

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

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

Signature of Affiant

Print Name

Date

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

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

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

Signature of Affiant

Print Name

Date

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

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, _____, on behalf of _____
Print Name and Title *Company Name*
certify that _____ does not:
Company Name

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

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

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

Company Name

Print Name

Title

Signature

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

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

- A. I am the _____ of _____ with a
Title *Company Name*
local office in _____ and principal office in _____.
- B. The entity hereby submits a proposal/offer in response to **ITB 2023-4-UTL, ODOR CONTROL CHEMICALS**.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

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

Signature of Affiant

Printed Name & Title

Date

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

ATTACHMENT N
(Page 1 of 2)

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

Project Name: _____

Project No.: _____

1. Definitions:

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

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

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

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

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

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

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

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND COMPANY NAME**

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

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

COMPANY NAME, an **odor control solutions company**, authorized to do business in the State of Florida, with a business address of **ADDRESS, CITY, ST ZIP CODE** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1
PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, July 20, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **odor control chemicals** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**ITB 2023-4-UTL
"ODOR CONTROL CHEMICALS"**

1.2 On **Thursday, August 24, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On _____ day of _____, 20____, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to deliver **odor control chemicals**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"ITB 2023-4-UTL"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3 **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for three (3) years, commencing on _____ and terminating on _____. This Agreement may be renewed for up to two (2) additional one (1) year terms, subject to the written consent and agreement

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in **Exhibit "B"**.

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONTRACTOR at:

COMPANY NAME
Attn: INSERT CONTACT PERSON
ADDRESS
CITY, ST ZIP CODE

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 **INSURANCE**

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

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

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

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

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

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

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

7.1 REQUIRED INSURANCE

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

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

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

The City of Cooper City must be shown as an additional insured with respect to this coverage.

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

accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.5 Sexual Abuse may not be excluded from any policy.

7.2 REQUIRED INSURANCE ENDORSEMENTS

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

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

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

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

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov

ARTICLE 11
FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT

ARTICLE 12
SCRUTINIZED COMPANIES -- 287.135 AND 215.473

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

ARTICLE 13
E-VERIFY

13.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

ARTICLE 14
MISCELLANEOUS

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or

expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Ryan Eggleston
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor: **Insert Contact Position**
Insert Contact Name
COMPANY NAME
ADDRESS
CITY, ST ZIP CODE
E-mail: Insert Contact Email
Telephone No: Insert Contact Phone

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:
COMPANY NAME, a Florida corporation

Signature

BY: _____

Print Name

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC

Print or Type Name

My Commission Expires: _____