



## **CITY OF COOPER CITY**

### **INVITATION FOR BID**

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**IMPACT WINDOWS AND GLASS DOORS +90 PSF TO  
+120 PSF (WIND RETROFIT)**

**IFB2025-6**

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For information, contact the Purchasing Division:

The Purchasing Division

954-434-4300 Ext. # 268

[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

RELEASE DATE: September 23, 2025

RESPONSE DEADLINE: October 3, 2025, 3:00 pm

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

## Table Of Contents

- 1. GENERAL TERMS AND CONDITIONS**
  - 1.1. GENERAL TERMS AND CONDITIONS
- 2. ADDITIONAL/SPECIAL TERMS AND CONDITIONS**
  - 2.1. PURPOSE
  - 2.2. TERM OF CONTRACT
  - 2.3. PRE-BID CONFERENCE AND SITE VISIT
  - 2.4. BIDDER REQUIREMENTS
  - 2.5. METHOD OF AWARD
  - 2.6. PRICING
  - 2.7. INVOICES/PAYMENT
  - 2.8. INSURANCE
  - 2.9. SPECIAL COVERAGES - INSURANCE
  - 2.10. INDEMNIFICATION
  - 2.11. PAYMENT & PERFORMANCE BOND
  - 2.12. BID GUARANTY
  - 2.13. ACCEPTANCE OF MATERIAL
  - 2.14. DAMAGED GOODS
  - 2.15. SUBCONTRACTING
  - 2.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY
  - 2.17. PURCHASE OF OTHER GOODS AND/OR SERVICES
  - 2.18. SPECIAL ORDERS
  - 2.19. AMERICAN DISABILITIES ACT
  - 2.20. PUBLIC ENTITY CRIMES
  - 2.21. SCRUTINIZED COMPANIES FOR ACTIVITIES IN THE IRAM TERRORISM LIST
  - 2.22. EMPLOYEES AND CONTRACTOR(S)
  - 2.23. SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL
  - 2.24. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT
  - 2.25. LIQUIDATED DAMAGES
  - 2.26. ENVIRONMENTAL PROTECTION

- 2.27. ACCESS TO PUBLIC RECORDS
- 2.28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)
- 2.29. EXAMINATION OF CONTRACT DOCUMENTS AND SITE
- 2.30. FAILURE TO FURNISH BONDS AND INSURANCE
- 2.31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 2.32. FOREIGN COUNTRY OF CONCERN AFFIDAVIT
- 2.33. STATE OF FLORIDA DEM REQUIREMENTS
- 2.34. TAXES
- 2.35. ANTI-DISCRIMINATION
- 2.36. DEFAULT
- 2.37. PERFORMANCE STANDARDS
- 2.38. DELETION OR MODIFICATION OF SERVICES
- 2.39. PIGGYBACKING - PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

**3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

- 3.1. SCOPE OF WORK

**4. SUBMITTAL REQUIREMENTS**

- 4.1. SUBMITTAL FORM
- 4.2. PRICE SHEET

Attachments:

A - Section 1. General Terms And Conditions

B - Pictures of Current Openings

C - Plans and Drawings

Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

**1. GENERAL TERMS AND CONDITIONS**

**2. ADDITIONAL/SPECIAL TERMS AND CONDITIONS**

**2.1. PURPOSE**

The purpose of this solicitation is to establish a contract for the removal and disposal of existing exterior windows and doors at Cooper City BSO Police Station and to replace them with new impact windows and doors capable of withstanding 210 MPH hurricane winds.

**2.2. TERM OF CONTRACT**

The work shall be substantially completed within 120 calendar days and finally completed within 150 calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents.

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

**2.3. PRE-BID CONFERENCE AND SITE VISIT**

The Pre-Bid Conference and Site Visit will be held on Friday, September 26, 2025, at 10:00 AM (Eastern Standard Time) in the Training Room at Cooper City BSO Police Headquarters, located at 10580 Stirling Rd., Cooper City, FL 33026.

Participants will have an opportunity to ask questions at the end of the pre-bid meeting and during the site visit. Bidder(s) are requested to have a copy of the solicitation available for review and reference during the conference. This meeting is exempt from the 'Cone of Silence', allowing for questions to be addressed by representatives from City Staff.

It is highly recommended that Bidders participate in the Pre-Bid Meeting and Site Visit, to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required prior to submitting an offer. No additional allowances will be made because of lack of knowledge of these conditions. City staff will go over the specifications and what is expected for this Project.

Bidders shall bring sufficient tools (tape measure, laser measure, ladder, step stool, etc.) to measure the windows and doors during the site visit.

Should you need an ADA accommodation to participate in the Pre-Bid Meeting (i.e., materials in alternate format, sign language interpreter, etc.), please contact the City Clerk at least seventy-two (72) hours prior to the scheduled meeting. The City Clerk, Tedra Allen, may be reached by phone at (954) 434-4300 x 291 or via email at: [tallen@coopercity.gov](mailto:tallen@coopercity.gov). TTY users may reach the Clerk's Office by calling the Florida Relay Service at 711.

**2.4. BIDDER REQUIREMENTS**

Bidder must meet the following requirements to be considered for award:

- A. Bidder must hold an active and valid State of Florida Window and Door Installation Contractor license, Building Contractor license or General Contractor license. Bidder shall submit a copy of their license(s) with their bid submittal.
- B. Bidder must have a minimum of five (5) years of experience performing work of similar size, scope and complexity as described in this project. Bidder shall demonstrate this experience by providing a minimum of three (3) projects of similar size and scope that the Bidder has completed in the last ten (10) years. Bidders shall provide the following at a minimum for each project: name of client, client's address, contact person, contact person's title, phone number, email address, location of project, description of work performed, date of project, and value/cost of project/contract amount. The references shall be submitted as a part of the Bidder's submittal.

Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

- C. Bidder must be certified as an installer by the manufacturer of windows and doors being provided under this solicitation. Bidders shall submit proof that the Bidder is certified by the manufacturer to provide and install each brand of door and window being provided by submitting proof with its bid. Proof of manufacturer's certification shall be a letter from the manufacturer, screenshot(s) showing the Bidder is listed on the manufacturers website as a certified installer /reseller, etc.
- D. Bidders shall provide specification sheets/data sheets, to include drawings/pictures for each door and window being submitted under this solicitation. Specifications sheet should include warranty information. This information must be submitted as apart of the Bidder's submittal.
- E. Bidder shall provide a copy of a Broward County Local Business Tax or Occupational license from the business's home county.

Failure to meet any of the aforementioned requirements may result in the Bidder being deemed non-responsive.

#### **2.5. METHOD OF AWARD**

The resultant Contract will be awarded to the qualified, responsive, responsible Bidder submitting the lowest Bid; unless all bids are rejected. The lowest Bid will include the total sum of all line items on the Bid Price Form. The City reserves the right to award the Contract based on the best interest of the City.

The City reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same. The City reserves the right to cancel the award without liability to the Bidder, except return of the Bid Guaranty, at any time before the contract is fully executed by the City.

#### **2.6. PRICING**

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

#### **2.7. INVOICES/PAYMENT**

This section shall supersede Section 1.31 Invoices. The Awarded Bidder shall invoice the City, as specified in this Solicitation. The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of Services, unless otherwise noted in the Contract. Under no circumstances shall invoices be submitted to the City in advance of the delivery and acceptance of the items or provision of and acceptance of the Services. Failure to submit invoices in the prescribed manner may delay payment. The Awarded Bidder must timely remit payment to subcontractors and suppliers.

Ten percent (10%) of the project's total approved budget may be held by the City until the final inspection is complete. THE AWARDED BIDDER 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@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices shall contain the following information: Awarded Bidder's Information (name of Awarded Bidder as specified in award documents, FEIN), date of invoice, unique invoice number, the applicable contract number, purchase order number and detailed cost breakdown of the work performed.

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

#### **2.8. INSURANCE**

See Section 1.20 Insurance Requirements of the General Terms and Conditions.

#### **2.8.1. Commercial General Liability**

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

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

Policy must include coverage for contractual liability and independent contractors.

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

#### **2.8.2. Business Automobile Liability**

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

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

#### **2.8.3. Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

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

#### **2.8.4. Insurance Certificate Requirements**

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

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

The Certificate Holder should read as follows:

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

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

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

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

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

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

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

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

## **2.9. SPECIAL COVERAGES - INSURANCE**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits pursuant to Section 2.8, Insurance. The Awarded Bidder shall also furnish the following additional specialized coverage:

### Professional Liability

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

## **2.10. INDEMNIFICATION**

See Section 1.19 of General Terms and Conditions.

## **2.11. PAYMENT & PERFORMANCE BOND**

Upon a award, the Awarded Contractor will be required to furnish a 100% Performance Bond which may be in the form of a Cashier's Check, treasurer's check, bank draft or certified 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/Proposal); 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 Awarded Contractor. If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

## **2.12. BID GUARANTY**

Bids MUST be accompanied by a Bid Guaranty 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 (Attached) issued by an authorized surety. The Bid security of the Awarded Vendor 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 Guaranty Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider 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 Bidders 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 Guaranty security furnished by such Bidders will be returned. The Bid Guaranty 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 award. Bid Bonds will not be returned to any Bidder.

## **2.13. ACCEPTANCE OF MATERIAL**

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return product to Bidder at the Bidder's expense.

## **2.14. DAMAGED GOODS**

When shipping is provided by the vendor, damaged goods shall be replaced no later than five (5) calendar days after notification by the City. Damaged goods shall be the responsibility of the Awarded Bidder.

## **2.15. SUBCONTRACTING**

As a condition of award, Bidder shall provide a listing which identifies all first-tier subcontractors who will perform any part of the Contract Work and describes the portion of the Work such Subcontractor will perform, and all suppliers who will supply materials for the Contract Work direct to the Bidder and describes the materials to be so supplied. Failure to comply with this policy may result in a firm's submittal being deemed non-responsive. A Bidder or proposer who is awarded the Contract shall not change or substitute first tier Subcontractors or direct suppliers or the portions of the Work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the City.

Executed contracts with suppliers, and/or subcontractors shall be provided to the City within four (4) days of execution.

Bidders shall ensure that no contractors or subcontractors are debarred or suspended from participating in local, state and federally funded projects.

## **2.16. REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

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

## **2.17. PURCHASE OF OTHER GOODS AND/OR SERVICES**

While the City has listed all major goods and/or services within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar goods and/or services that must be purchased by the City during the term of this contract. Under these circumstances, a county representative may at the City sole discretion issue a request for pricing to obtain a price quote for similar goods and/or services. Any additional goods and/or services added shall adhere to the terms and conditions of this solicitation, unless otherwise stipulated on the subsequent request for pricing.

## **2.18. SPECIAL ORDERS**

For circumstances when it is determined by the City that the receipt of an item is time sensitive, and/or it is an emergency, the availability of the product or specific brands, geographic location or delivery time may be utilized as deciding factors for the basis of placing a special order with an Awarded Bidder. At the request of the City, the special order may be delivered by the Awarded Bidder, delivered by the vendor's carrier, or picked-up from the vendor's designated location by authorized City personnel.

## **2.19. AMERICAN DISABILITIES ACT**

As a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, the Fair Housing Act as amended, and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void. If any certifying firm or affiliate is found in violation of the acts, the City will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

## **2.20. PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133 (2) (a) Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on this Contract.

## **2.21. SCRUTINIZED COMPANIES FOR ACTIVITIES IN THE IRAN TERRORISM LIST**

The successful bidder shall submit, as a condition of award, an executed Scrutinized Companies with Activities in the Iran Terrorism Sectors List Affidavit (contained in the Condition of Award Requirements section of the Bid Documents). By executing this affidavit through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

## **2.22. EMPLOYEES AND CONTRACTOR(S)**

All employees and contractors of the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder(s) under its sole discretion and not an employee, contractor, or agent of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractors.

The City may require the Successful Bidder(s) to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

The direction and supervision of employees shall be by competent, qualified and sober personnel, and the Successful Bidder(s) shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All Subcontractors, Subconsultants, superintendents, foremen and workmen employed by the Successful Bidder(s) shall be careful and competent. The Successful Bidder(s) shall also provide uniforms and picture I.D. badges to each employee. Employees and Subcontractors of the Successful Bidder(s) shall have and wear proper dress attire at all times. Proper dress attire shall be in accordance with the uniform and equipment outlined in Section 3-5 of this solicitation.

All employees used by the Successful Bidder(s) during the term of the Contract shall be of a standing or affiliation that will permit the Successful Bidder(s) performance to be carried on harmoniously and without delay, and in no case or in any circumstances will such employees cause any disturbance, interference or delay to any Work or Service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Successful Bidder(s) shall see to it that its employees serve the City in a courteous, helpful and impartial manner. The Successful Bidder(s) shall furnish the City with a current roster of employees.

#### **2.23. SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL**

The Successful Bidder(s) shall provide for each owner, key personnel, employee, or contractor a complete, national SECURITY BACKGROUND CHECK. These shall be provided by the Successful Bidder(s) upon issuance of a Notice to Proceed acceptable to the City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract(s). The City may also deem certain personnel suitable to perform Work only at certain City locations or buildings and not others.

Under no circumstance shall the Successful Bidder(s) allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

#### **2.24. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither Bidder nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bidder shall agree 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.

Bidder further agrees that Bidder will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

#### **2.25. LIQUIDATED DAMAGES**

Liquidated damages of \$250.00 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.

#### **2.26. ENVIRONMENTAL PROTECTION**

The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent pollution of streams, lakes, ponds, underground waters, aquifers and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

#### **2.27. ACCESS TO PUBLIC RECORDS**

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the City of Cooper City (CITY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, [PRR@COOPERCITY.GOV](mailto:PRR@COOPERCITY.GOV), OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

## **2.28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

By entering the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification

of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit

attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contractor, 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. 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 year after the date of termination, and the Contractor may be liable for any additional costs incurred by the City resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

## **2.29. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

It shall be the responsibility of the Bidder to examine all the Contract Documents and Project site, to become fully informed of the conditions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished, and of the operational activities of the City, which activities must be maintained without interference from this Work. Bidders are expected to examine the specifications, delivery schedules, pricing sheets, extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk.

The measurements, specifications, records of borings, test excavations and other subsurface investigations, if any, made for design purposes for the City, are contained in the Contract Documents for examination. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that the said records will disclose the actual subsurface conditions. The Bidder is hereby cautioned that the interpretation of the records and the conclusions drawn therefrom as to the actual existing subsurface conditions are his sole responsibility. The Contractor shall have no claim against the City if, in carrying out the work, it finds that the actual conditions encountered do not conform to those indicated by said measurements, specifications, borings, test excavations, and other subsurface investigations.

The submission of a bid shall be *prima facie* evidence that the Bidder has examined the Contract Documents and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans and Specifications.

**2.30. FAILURE TO FURNISH BONDS AND INSURANCE**

Enter text

**2.31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall submit the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form to certify that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**2.32. FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

The Contractor shall submit the Foreign Country of Concern Affidavit acknowledging that the bidder, pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern.

**2.33. STATE OF FLORIDA DEM REQUIREMENTS**

Bidder and its subcontractor(s) are bound by the terms of this Agreement, all applicable local, state and federal laws and regulations, and shall hold the State of Florida Division of Emergency Management and the City harmless against all claims of whatever nature arising out of the Bidder and/or subcontractor's performance of work under this solicitation, to the extent allowed and required by law.

- A. Any power of approval or disapproval granted to the State Division of Emergency Management ("Division") under the terms of this Agreement shall survive the term of this Agreement.
- B. No member of or delegate to the Congress of the United States, and no Resident Commissioner shall receive any share of part of this Agreement or any benefit. No member, officer, or employee of the Contractor, subcontractor or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- C. Contractor and subcontractors shall comply with the following:
  1. Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of any transfer of such property, any transferee, for the period during

which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or another purpose involving the provision of similar services or benefits;

4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
5. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
6. Section 112.313 and Section 112.3135, Florida Statutes which establishes safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Anti-Kickback Act of 1986. 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
8. Provisions of 5 U.S.C. Sections 732107326 (further known as the Hatch Act) which limits the political activities of employees;
9. Flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant or any other form of direct or indirect Federal assistance;
10. "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The City will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
11. National Environmental Policy act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
  - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
  - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  - c. Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and Advisory Council on Historic Preservation, (PA) which addresses roles and responsibility of Federal and State U.S.C., and implementing regulations in 36 CFR, Part 800.

- d. When any of the City's projects funded under this Agreement may affect a historic property as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the City to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)(48 Federal Register 44734-37), or any other applicable Secretary or interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impact to archeological sites, and the salvage, storage and reuse of any significant architectural features that may otherwise be demolished.
- e. The Contractor shall notify the City, which will notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously distributed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the City on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan to the recovery or archeological data from the property.
- f. The Contractor shall notify the City, which shall notify FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that may be eligible for inclusion in the National Register of affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The City acknowledges that FEAM may require the City to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Contractor further acknowledges that FEAM may require the City to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Contractor also acknowledges that FEMA will require and the Contractor shall comply with modifications to the project scope of work necessary to implement recommended to address the project and the property.

12. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex.
13. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C.. 4541-45-94) relating to non-discrimination on the basis of alcohol abuse or alcoholism;
14. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records,

15. Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
16. Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
17. Laboratory Animal Welfare Act of 1966. (7 U.S.C. 2131-2159), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by an award of assistance under this Agreement.
18. Title VII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental or financing of housing and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
19. Clean Air Act of 1955 as amended, 42 U.S.C. 7401-7675;
20. Clean Water Act of 1977 as amended, 33 U.S.C. 1251-1388.
21. Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
22. Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
23. National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
24. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-3125
25. Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
26. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
27. Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federally or Federally assisted programs.
28. Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
29. Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
30. Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
31. Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
32. Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

D. With respect to demolition activities, the Contractor will:

1. Create and make available documentation sufficient to demonstrate that the Contractor has sufficient manpower and equipment to comply with the obligations as outlined in this solicitation.
2. Return the property to its natural state as though no improvements had ever been contained thereon,

3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the City's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and County Health Department.
4. Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazard Present
  - c. Hazardous Materials Present
5. Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
6. Leave the demolished site clean, level and free of debris.
7. Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
8. Obtain all required permits.
9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

#### **2.34. TAXES**

The City is exempt from Federal Excise and State taxes.

#### **2.35. ANTI-DISCRIMINATION**

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

#### **2.36. DEFAULT**

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

#### **2.37. PERFORMANCE STANDARDS**

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

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, OR;

- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

## **2.38. DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the scope from the resultant Contract at any time without cause, and if such right is exercised by the City, the total fee may 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.

## **2.39. PIGGYBACKING - PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

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

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

## **3. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **3.1. SCOPE OF WORK**

#### **3.1.1. Scope of Work**

The scope of work for this project consists of the complete replacement of all exterior windows and doors at the City of Cooper City/Broward Sheriff Police Station, located at 10580 Stirling Road, Cooper City, Florida 33026. The work shall include the removal and proper disposal of three (3) existing glass doors and twenty-eight (28) existing windows, and the installation of new impact-resistant glass doors and windows. All new doors and windows shall be designed to withstand pressures ranging from +90 PSF to +120 PSF and capable of withstanding hurricane-force winds up to 210 MPH, including resistance to wind-borne debris.

The awarded contractor shall furnish all labor, equipment, materials, insurance, and incidentals necessary to complete the work, including but not limited to plaster, sealants, framing, coatings, and painting. All products installed must meet Advancing Standards Transforming Markets (ASTM) code requirements, as well as all applicable regulatory requirements, industry standards, and best construction practices.

In addition to the installation of doors and windows, the contractor shall be responsible for completing the Property Information Sheet (PIS), documenting pre-mitigation and post-mitigation conditions through color photographs and video, and providing post-inspection reports and certifications of completion for each structure. The contractor shall also be responsible for obtaining and submitting all required permits and shall pay all permit fees associated with the work. Permit fees will be reimbursed by the City based on actual cost.

#### **3.1.2. General Requirements**

Work shall be completed in accordance with the latest edition of all applicable Federal, State, County, and City codes/regulations, including but not limited to, applicable code/regulations published by:

- Americans with Disabilities Act (ADA)/ Florida Building Code Accessibility
- South Florida Building Code

## Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

- National Fire Protection Association (NFPA)
- Florida Fire Prevention Code (FFPC)
- City of Cooper City Code of Ordinances
- Advancing Standards Transforming Markets (ASTM) code requirements

The quality of all materials must meet the highest standards and must be installed using best practices of the construction industry. The method of removal of doors and windows shall allow for the removal of only as many doors and windows from the building and premises as can be replaced during a working day to eliminate risk of water intrusion. Used or re-purposed material and equipment shall not be used in the construction of this facility.

Bidder shall comply with product's manufacturer instruction for installing doors, windows, hardware, accessories, and other related components. Bidder must conduct a pre-installation coordination meeting with the door manufacturer and installer and verify all access control requirements are understood and accommodated before fabrication or installation.

Awarded Bidder shall ensure that all safety measures are maintained throughout the duration of construction.

Awarded Bidder shall restore to original condition all property not designated for alteration by the Contract Documents.

Awarded Bidder shall be responsible for thoroughly inspecting and evaluating the project site to gain a full understanding of the existing conditions and scope of work prior to submitting a bid proposal.

The Awarded Bidder shall demonstrate good project management practices. Among these practices, the Awarded Bidder shall demonstrate clear and effective communication with the City of Cooper City and respective staff, outside permitting agencies, and all parties involved. The Awarded Bidder shall demonstrate efficient and effective management of time, resources, and documentation.

The Awarded Bidder shall, at its expense, as requested by the Project Manager, attend all meetings requested by the Project Manager to discuss the work under the Contract.

The Awarded Bidder shall comply with and shall cooperate with the Project Manager in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and stopping time, smoking regulations, jobsite safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The building will be fully occupied and operational during the project. The safety and operation of the City/Broward Sheriff Police Station functions shall take priority over all matters. Disruption of services shall not be allowed.

### **3.1.3. Project Timeline**

**The City's schedule for this project is 120 days** from Notice to Proceed to Substantial Completion, which includes demolition, permitting, and construction in accordance with the aforementioned components. For the purposes of this project, Substantial Completion cannot be issued until a Certificate of Completion is issued by all approval authorities. Final completion shall mean the issuance of final payment.

All work for this project must be **completed within 150 days** from the start of when the Notice to Proceed is issued.

### **3.1.4. Engineering and Inspections**

Bidders shall provide all applicable design and professional sealed drawings, as-build drawings, etc. required for permitting and completing the project according to all Florida Jurisdictions Laws and the latest version of the Florida Building Codes. Contractor's Professional to include the project "Performance Requirements" of Structure Design Pressures and Thermal Values as part of the submittal and permitting processes.

### **3.1.5. Impact Doors (+90 to +120 PSF Rating)**

Bidders shall provide all necessary labor, materials and incidentals for the removal of the three (3) existing glass doors and installation of three (3) new impact glass doors, designed to withstand pressures ranging from +90 PSF to +120 PSF and capable of withstanding hurricane-force winds up to 210 MPH. Bidders shall re-finish or replace existing finishes surrounding the openings that have been damaged by removal and installation of new doors and windows. Services, equipment, and workmanship not conforming to the intent of Agreement or not meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City. All openings and sizes are to be field verified by the CONTRACTOR as part of the scope of work. Also, all quantities are to be field verified by the Bidder as part of the scope of work.

Bidders shall provide the following pre-approved doors or approved equal products:

- Eurocraft Industries Inc "Aluminum SERIES EC500" (HVHZ Impact)
- Insulguard "Storm Defend TTH600 Tornado and Hurricane Storm Shelter Thermal Window System"
- Mr-Glass Doors & Windows Manufacturing, LLC ( Series MRG-400 Aluminum Fixed Window)
- Mr-Glass Doors & Windows Manufacturing, LLC ( Series MG-450 Aluminum Fixed Window)

**\*\*\*Equal products must be submitted to the City, prior to the Question & Answer Deadline in order to be reviewed for approval.**

All work will follow manufacturer's guidelines and not void any warranties. The Contractor will be required to install impact windows that meet the following general requirements:

- Glass PSF rating must be at +90 to +120
- Glass Tint Color: Gray | Frame Color: Bronze
- Glass shall be Insulated Laminated (Solar Ban 70 or Equal)
- Energy efficient (Low-E) glass shall conform to Energy Star© rating criteria for South Florida, as approved by NFRC (National Fenestration Rating Council)
- Frame and glass must have the capability to withstand Category 5 Hurricane Winds up 210 MPH
- Frames must be designed to support future access control hardware and low-voltage wiring (e.g., card readers, electric strikes, maglocks), and must have the availability of concealed pathways or preparations for wiring (e.g., raceways, hinge preps, power transfer devices).
- Entry Door Sill must be ADA complaint
- Locks and Hardware must be included. (*Awarded bidder will coordinate the selection of locks and hardware with Project Manager*)

### **3.1.6. Impact Windows (+90 to +120 PSF Rating)**

Bidders shall remove, disposal of existing windows and install new impact windows pursuant to the best industry practices. Services, equipment, and workmanship not conforming to the intent of Agreement or not meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City. All openings and sizes are to be field verified by the bidders as part of the scope of work. Also, all quantities are to be field verified by the Bidder as part of the scope of work.

Bidders shall provide the following pre-approved windows or approved equal products:

## Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

- Eurocraft Industries Inc "Aluminum SERIES EC500" (HVHZ Impact)
- Insulguard "Storm Defend TTH600 Tornado and Hurricane Storm Shelter Thermal Window System"
- Mr-Glass Doors & Windows Manufacturing, LLC ( Series MRG-400 Aluminum Fixed Window)
- Mr-Glass Doors & Windows Manufacturing, LLC ( Series MG-450 Aluminum Fixed Window)

**\*\*\*Equal products must be submitted to the City, prior to the Question & Answer Deadline in order to be reviewed for approval.**

All work will follow manufacturer's guidelines and not void any warranties. The Contractor will be required to install impact windows that meet the following general requirements:

- Single Pane Frame
- Glass PSF rating must be at +90 to +120
- Glass Tint Color: Gray | Frame Color: Bronze
- Frame and glass must have the capability to withstand Category 5 Hurricane Winds up 210 MPH
- Glass shall be Insulated Laminated (Solar Ban 70 or Equal)
- Windows must be Energy Star Certified

### **3.1.7.      Warranty**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

- Product/Frames/Manufacturer Warranty: Minimum of 10 Years warranty
- Installation Warranty: Minimum of 1 year warranty
- Hardware and Moving Parts T: Minimum of 1 year warranty
- Insulating Laminated Glass: Minimum of 5 years warranty
- Stress Cracks: Minimum of 1 Year warranty
- Finish (Paint/Coating): Minimum of 3 years warranty

### **3.1.8.      Permit Fees**

The Awarded Contractor will be required to pay permit fees. Permit fees will be reimbursed based upon the cost of the permit fees associated with this project. Various agencies may have jurisdiction for construction of the project, and the Awarded Bidder will be responsible for purchasing all permits in accordance with the Contract Documents. The permit fee listed within this solicitation is an estimate of the permit fees required for the project. The Awarded Bidder shall submit supporting documentation verifying actual cost, with each invoice for permit fees. Only permit fees substantiated and approved by the CITY will be paid as part of this solicitation.

### **3.1.9.      Staging, Demolition, Removal and Disposal of Materials**

The Awarded Bidder shall coordinate with the City to determine which side of the building to be used as a staging area for trucks/equipment/materials, including a dumpster, materials, and any other necessary materials/equipment needed, etc. to successfully

complete the project scope. Awarded Bidder shall coordinate the flow of work with the CITY and Broward Sheriff Police Station to always maintain a fully operations facility during the project.

Demolition and removal of all pertinent material (above and below ground) and appurtenances necessary to prepare the site for City of Cooper City/Broward Sheriff Police Station to complete the project. Removed project doors, windows, and all other removed materials to be hauled off and disposed of legally by the Awarded Bidder. The CITY shall determine if removed items are to be salvaged by the CITY or to be disposed of. No project materials to be placed in City of Cooper City waste containers.

### **3.1.10. Close-Out and Final Inspection**

The Awarded contractor will be responsible for attending the final inspection of the project, where the City or County or other approving official shall inspect and certify that all installation was performed in accordance with manufacturer's specifications.

### **3.1.11. Working Hours**

All construction activities associated with this project shall be limited to the hours of **7:00 AM to 4:00 PM, Monday through Friday**, excluding City-observed holidays. No work shall be performed outside of these hours without prior written approval from the CITY. The CONTRACTOR shall schedule all labor, deliveries, and equipment usage within the allowable work hours and shall ensure compliance by all subcontractors and personnel.

The City enforces Section 10-6 of the City Code of Ordinances governing noise generated by construction activities. Day and time restrictions for construction activities are described for the CONTRACTOR to apply toward the project.

### **3.1.12. Worksite, OSHA & Safety**

The Awarded Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Awarded Bidder shall utilize Occupational Safety & Health Administration (OSHA) Safety Guidelines and regulations as the reference for safety during the construction. Most of the applicable standards can be found in 29 CFR 1926, Safety and Health Regulations for Construction and Occupational Safety and Health Act of 1970, as amended; 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. When there is a workplace hazard not covered there, it may be covered by the General Industry Standard 29 CFR 1910. The Awarded Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to personnel on the Work site or who may be affected by the Work.

Consumption, possession, or distribution of alcoholic beverages is strictly prohibited on the project site at all times. Any personnel found in violation of this policy shall be immediately removed from the site and may be permanently barred from returning. The Awarded Bidder shall be responsible for enforcing this policy and ensuring a safe, professional, and substance-free work environment in accordance with applicable safety and labor standards.

The Awarded Bidder shall be responsible for maintaining a safe and secure worksite for the duration of the work. The Awarded Bidder shall maintain all work staging areas in a neat and presentable condition. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

### **3.1.13. Language Proficiency**

The contractor shall assign an on-site manager to supervise the work, who must be fluent in both written and spoken English.

## **4. SUBMITTAL REQUIREMENTS**

### **4.1. SUBMITTAL FORM**

#### **1. Bidder's legal name of firm, entity or organization and Federal Employer Identification Number (FEIN).\*\***

\*Response required

2. Please provide the address to your firm's principal place of business, If different than the address in your firm's vendor profile.
3. Please provide the name, phone number and email address for the your firm's primary contact for this solicitation.\*

\*Response required

4. Bidder's organization structure.\*

- C-Corporation
- S-Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Proprietorship
- Joint Venture
- Other (explain):

\*Response required

5. List names of Bidder's subcontractors and/or subconsultants for this project.

6. Bidder shall provide an active/valid State of Florida Window and Door Installation license, Building Contractor license or General Contractor license.\*

\*Response required

7. Bidder shall upload three (3) projects of similar size and scope that the Bidder has completed in the last ten (10) years. Bidders shall provide the following at a minimum for each project: name of client, client's address, contact person, contact person's title, phone number, email address, location of project, description of work performed, date of project and value/cost of project or contract amount.\*

Please download the below documents, complete, and upload.

- [Experience Qualification Re...](#)

\*Response required

8. Bidder shall provide proof that the Bidder is certified by the manufacturer of any proposed material/equipment/products as an installer. Bidder shall upload proof of manufacturer certification.\*

\*Response required

9. Bidder shall upload specification sheets/data sheets, to include drawings/pictures for each door/window being submitted. Specifications sheet should include warranty information.\*

\*Response required

10. Bidder shall upload a copy of a Broward County Local Business Tax or Occupational license from the business's home county.\*

\*Response required

11. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last five years from the due date of this solicitation. If not applicable, please enter N/A.\*

\*Response required

12. Pricing Sheet\*

Please download the required pricing sheet below. Fill in your pricing and upload to this section.

Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

- [IFB2025-6 - Pricing Sheet.xlsx](#)

\*Response required

**13. Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement\***

Please download the document below, complete, and upload.

- [ADA Nondiscrimination State...](#)

\*Response required

**14. Business Entity Affidavit\***

Please download the document below, complete, and upload.

- [BUSINESS ENTITY AFFIDAVIT.pdf](#)

\*Response required

**15. Certification Regarding Debarment Suspension Etc\***

Please download the document below, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

**16. Domestic Partnership Affidavit\***

Please download the document below, complete, and upload.

- [Domestic Partnership Affida...](#)

\*Response required

**17. Drug free Workplace Certificate\***

Please download the document below, complete, and upload.

- [Drug free Workplace Certifi...](#)

\*Response required

**18. Employee Background Verification Affidavit\***

Please download the document below, complete, and upload.

- [Employee Background Verific...](#)

\*Response required

**19. E-Verify Affidavit\***

Please download the document below, complete, and upload.

- [E-Verify Affidavit Form 202...](#)

\*Response required

**20. Foreign (Non-Florida) Corporation Form\***

Please download the document below, complete, and upload.

- [Foreign \(Non-Florida\) Corporations](#)

\*Response required

**21. Foreign Country of Concern Affidavit\***

Please download the document below, complete, and upload.

- [Foreign Country of Concern](#)

\*Response required

**22. Non-Collusion Affidavit\***

Please download the document below, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

\*Response required

**23. Non-Conflict of Interest\***

Please download the document below, complete, and upload.

- [Non-Conflict of Interest.pdf](#)

\*Response required

**24. Ownership Disclosure Affidavit\***

Please download the document below, complete, and upload.

- [OWNERSHIP DISCLOSURE AFFIDAVIT](#)

\*Response required

**25. Proof of Workers Compensation Insurance\***

Please download the document below, complete, and upload.

- [Sample Certificate of Insurance](#)

\*Response required

**26. Proof of Workers Compensation or Exemption\***

Please download the document below, complete, and upload.

- [Proof of Workers Compensation or Exemption](#)

\*Response required

**27. Public Entity Crimes\***

Please download the document below, complete, and upload.

- [Public Entity Crimes.pdf](#)

\*Response required

**28. Scrutinized Companies Affidavit\***

Please download the below documents, complete, and upload.

- [Scrutinized Companies Affidavit](#)

Invitation For Bid #IFB2025-6

Title: Impact Windows and Glass Doors +90 PSF to +120 PSF (Wind retrofit)

\*Response required

**29. W9\***

Please download the document below, complete, and upload.

- [W-9.pdf](#)

\*Response required

**30. Summary of Documents to be submitted with Bid\***

The following documents have been uploaded and submitted with bid.

*Select all that apply*

- A copy of active/valid State of Florida Window and Door Installation license, Building Contractor license or General Contractor license
- Three (3) projects of similar size and scope that the Bidder has completed in the last ten (10) years
- Proof that the Bidder is certified by the manufacturer of any proposed material/equipment/products as an installer.
- Specification sheets, to include drawings/pictures for each door/window being submitted
- A copy of a Broward County Local Business Tax or Occupational license from the business's home county
- Pricing Sheet
- Americans with Disabilities Act (ADA) Disability Non-Discrimination Statement
- Business Entity Affidavit
- Certification Regarding Debarment Suspension
- Domestic Partnership Affidavit
- Drug-Free Workplace Certificate
- E-Verify Form Pursuant to Section 448.095, Florida Statutes
- Employee Background Verification Affidavit
- Foreign (Non-Florida) Corporation Form
- Foreign Country of Concern Affidavit
- Non-Collusion Affidavit
- Non-Conflict of Interest Statement Proof of Liability Insurance
- Ownership Disclosure Affidavit
- Proof of Liability Insurance
- Proof of Workers' Compensation Insurance or Exemption
- Public Entity Crimes (PEC) Form
- Scrutinized Companies Affidavit
- W-9, Request for Taxpayer Identification Number

\*Response required

**31. The undersigned hereby certifies that this Bid is submitted in response to this Solicitation and that Bidder agrees to the terms and conditions listed within.\***

- Please confirm

\*Response required

**4.2. PRICE SHEET**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Enter Grand Total Price from Price Sheet (Section 4.1.12)	1	Ea		
<b>TOTAL</b>					