

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other

penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to

inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or

exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Procurement Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Procurement Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in blue ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid

after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.

(c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.

(f) Price.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

(a) Ability of Bidder to meet published specifications.

(b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The Successful Bidder agrees to execute the final contract in substantially the form as attached hereto, subject to final review as to form by the City Attorney. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida, without regard to conflict of laws principles.

16. Insurance

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City

or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are

requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per

Section 13-34, "Application fees, miscellaneous service charges" subsection (4) n., "Exemptions" of the City's Code of Ordinances.. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by state/county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Licensure or Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

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

the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Safety

30.1 Job Site

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 CFR (*Code of Federal Regulations*), Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;

- 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedure for spill, fire, disposal, and first aid.
 - e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
 - g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless / Sovereign Immunity

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the contract shall constitute specific

consideration to Proposer for the indemnification to be provided under the Contract. The Proposer shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Proposer or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended, nor may it be construed, to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Solicitation. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor pursuant to this award may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this contract and will pertain to any occurrence during the term of the contract, even though the claim may be made after the termination or expiration hereof.

34. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Contractor certifies that neither it nor its

affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Contractor shall keep such records and accounts and require any and all Contractors and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project 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 three (3) 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 City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Contractor shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel

this Agreement in accordance with state law.

- 36. Drug-Free Workplace Programs**
Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) 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 completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.
- 37. Collusion**
The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 38. Audit Rights**
The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.
- 39. Patents and Royalties**
The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood 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.
- 40. Purchase by Other Governmental Agencies**
If the Contractor is awarded a contract as a result of this bid document, the Contractor will, if the Contractor has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 41. Assignment and Sub-Letting**
No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.
- 42. Choice of Law and Venue**
The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.
- 43. Gratuities and Kickbacks**
- 43.1 Gratuities:** It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. **Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a

protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. **Trade Secrets and Proprietary Confidential Business Information**

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential

business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records

46. **Anti-Discrimination**

That Proposer shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. **Default**

47.1 **Termination for Cause: Immediate**

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprourement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and
- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 **Termination for Default: Time to Correct**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 **Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's

convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

48. E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that 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 Coconut Creek.

48.1 By submitting the quote or proposal, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph

49. Scrutinized Companies pursuant to Sections 287.135, 287.138, and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under

penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

50. WAIVER OF JURY TRIAL
BY SUBMITTING A PROPOSAL WITH THE INTENT TO FORM A CONTRACTUAL RELATIONSHIP WITH THE CITY THEREUPON, THE PROPOSER AND/OR CONTRACTOR EXPRESSLY AGREES AND THE CITY ALSO EXPRESSLY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

51. Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes
 Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting this Bid, Contractor certifies neither it nor its

affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

52. Severability; Waiver of Provisions

Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

53. Environmental / Social Activism under Section 287.05701, Florida Statutes

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

54. Discriminatory Vendor List

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

55. Labor Harmony

Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

56. Third Parties Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

57. Agreement Subject to Funding

The award of this solicitation to any specific Proposer is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

58. Remedies**58.1 Damages**

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

58.2 Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the

quality of workmanship.

59. Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

60. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

END OF SECTION

SECTION II

SPECIAL TERMS AND CONDITIONS

1. Purpose

The City of Coconut Creek invites qualified and experienced vendors to submit proposals to provide the City and participating members of the Southeast Governmental Purchasing Cooperative Group with Household Hazardous Waste Collection and Disposal, Latex Paint Collection and Processing, Electronics Recycling, and Emergency Hazardous Waste Services. Any reference to the City in the RFP shall apply to all participating agencies referenced herein.

The City of Coconut Creek is committed to providing the community with exceptional, responsive, and sustainable services through innovation, continuous improvement, and reduced landfill waste.

2. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst. For Information concerning procedures for responding to this solicitation, and to register to the City's eBid System contact Lorie Messer at 954-956-1584 or email at lmesser@coconutcreek.net.

For all other questions and request for information that would or would not materially affect the scope of services to be performed or the specifications, or for clarification please utilize the "Questions Tab" provided by IonWave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representatives.

3. Non-Mandatory Pre-Proposal Meeting

A non-mandatory pre-proposal conference will be held at Coconut Creek Government Center, 4800 West Copans Road, Coconut Creek, Florida 33063. Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal meeting. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

4. Minimum Qualification Requirements

4.1 Proposers shall be licensed to conduct business in the State of Florida and, as applicable, demonstrate evidence that they are an authorized Hazardous Waste Generator, Transporter and Handler under the State's Department of Environmental Protection guidelines.

4.2 Proposer shall have at least two (2) years of verifiable full-time experience in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Proposer has established a satisfactory record of performance for a reasonable period of time.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

5. Proposal Format

The proposal shall contain three (3) sections:

Section 1: Qualifications and Experience

The proposal should include a comprehensive overview of the firm, detailing its size, range of activities, and services similar to those requested in this solicitation. Particular emphasis should be placed on demonstrating how the firm's relevant experience and expertise will benefit the proposed project. Additionally, the proposal must identify a designated contact person and their telephone number.

- a) Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- b) Provide the process for the management of paint during the events and for recycling/disposal.
- c) Provide details on how electronics will be processed and certifications of the processors being used.
- d) Group one (1) submittals discuss managing operations with separate latex paint and/or electronics recycling contractors
- e) Provide firm experience and fact sheet supporting how it meets the minimum qualification requirements as stipulated above.
- f) Provide resumes for all of firm's key employees that will be supporting the provision of services specified herein.
- g) Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

Note: The Proposer must also be prepared to submit further evidence as to their qualifications including but not limited to financial data, previous experience, and/or evidence of legal qualifications to perform the work within seven (7) calendar days of the City's request..

Section 2: Resources and Availability

- a) Describe the firm's management plan to be used, staffing configuration and safety protocols.
- b) Provide information about the equipment and services owned by the firm.
- c) Explain the coordination of subcontractors (if applicable) and the role of the Proposer during events.
- d) Describe your firm's plan if the demand is far greater than anticipated and you run out of resources such as drums, storage space for paint, or pallets.
- e) Elaborate on post event cleanup operations and time frames to remove all containers and material post event.

Section 3: References

- a) Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:
 - 1) Project name and location
 - 2) Scope of services provided
 - 3) Cost of project
 - 4) Contact person, title, business address, telephone and email address
 - 5) Start and completion date of the contract

Note: Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

6. Competency of Proposers

Proposals shall be considered only from firms that have five (5) or more years' experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

7. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

8. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

9. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	June 16, 2024
Non-Mandatory Pre-Proposal Meeting at 2:00 PM ET	June 25, 2024
Last Date of Receipt of Questions by 5:00 PM ET	July 17, 2024
Addendum Release (if required)	July 22, 2024
Proposals Due at 11:00 AM ET (Wednesday)	August 7, 2024
Compliance Review	August 14, 2024
Selection Committee Evaluations/Short List	August 27, 2024
Oral Interviews/Selection of 1 st Ranked Proposer	TBD
Contract Negotiations with 1 st Ranked Proposer	TBD
Commission Award of Contract (due to City Clerk Oct. 7)	October 24, 2024

10. Uncontrollable Circumstances ("Force Majeure")

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected

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

11. Proposal Submission - Instructions

- 11.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 11.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 11.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile [proposals will NOT be accepted.
- 11.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 11.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 11.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 11.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 11.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

11.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

11.10 **Bidders may submit bids individually for Groups 2, 3, and 4. Any bidders submitting bids for Group 1 must also submit for Groups 2 and 3.**

12. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance - References
- 5) Price

12.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.

12.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

12.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

13. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

14. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than

three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

15. Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

16. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

17. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

18. Award of Contract

18.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. **The City reserves the right to award the contract to one (1) or more Proposers if the City deems it is in its best interest.**

18.2 The Contract will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

18.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.

- 18.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

19. Contract Term

- 19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 19.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

20. Price

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated discount against the firm's listed pricing.

21. Cost Adjustments

- 21.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 21.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

22. Insurance Requirements

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

22.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

22.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

22.3 Pollution Remediation and Legal Liability

The Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate. The Contractor agrees the policy shall be maintained for a minimum three (3) year period following expiration of the Agreement.

22.4 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

22.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Procurement Division
 Risk Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

22.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

23. Dispute Resolution

23.1 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be

tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.

- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

24. Operations during Dispute

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

25. Inspection, Direction, and Payment

- 25.1 The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 25.2 Contractor shall submit invoice after each event. The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Public Works Director or designee.
- 25.3 If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an 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 services provided.
- 25.4 The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 25.5 It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

SECTION III

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1. The primary objective of this solicitation is to obtain the services of one (1) or more Contractors who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household / Emergency Hazardous Waste Collection Program (HHW and Emergency Services) in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes (HHW) for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive event that is open only to one (1) City's residents and operations, or 2) a joint event wherein two (2) or more Participating Cities, listed in Exhibit A, coordinate a time and location for the drop-off of household hazardous waste, special waste, and electronic waste that is open to residents and operations of the Participating Cities. The host city is responsible to determine who is allowed to participate in the event.
- 1.2. The Contractor shall offer to provide collection, packaging, transportation and disposal of HHW, special waste and electronic waste generated by City residents and City operations through City-exclusive and joint events.
- 1.3. For joint events, it is the intent to have residents from each Participating City jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) joint events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive events, or City-exclusive events may occur throughout the year without the need of coordination among the Participating Cities. Mobilization is per event only.
- 1.4. The vendor shall provide emergency hazardous waste services on an as needed basis. This includes unanticipated events that require the professional collection of hazardous waste. Each participating city will contact the vendor directly when services are needed.

2. Contractor Responsibilities

- 2.1. The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2. Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request. Temporary Labor may be used for menial tasks such as unloading vehicles under the guidance of OSHA trained Contractor personnel.

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks,

portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- 2.3 For joint events coordinated among specific Participating Cities, Contractor shall prepare separate invoices for each Participating City that helped coordinate the joint event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given joint event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for joint events must reflect a proportional division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs based on the users from each Coordinating Participating City.

For example, two (2) Participating Cities decide to coordinate a joint event. Thirty (30) residents from City "A" and seventy (70) residents from City "B" used the Contractor's services at the joint event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event.

The City hosting an event, (Joint Event or otherwise), ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

- 2.4 Vendor shall invoice for emergency services directly to each City.

3. Collection Event Implementation

- 3.1. A pre-event coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to an event as requested by the Host City. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2. The Contractor and Host City shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator.
- 3.3. Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.

- 3.4. Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5. The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.
- 3.6. The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7. Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8. Invoices shall be submitted to the City, or in the instance of a joint event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9. The Contractor shall comply with pre-transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10. The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11. The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered in route are in compliance.
- 3.12. The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13. The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14. During the planning for each City event, or a Joint Event, the Contractor and Host City shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.

- 3.15. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a joint event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.16. Contractor shall be deemed to be the “generator” (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.17. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.18. Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.
- 3.19. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor’s negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor’s control.
- 3.20. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.21. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.22. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and as approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.23. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City’s Contract Administrator, in a Subtitle “C” secured hazardous waste landfill. Latex paint excluded.

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.
- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.
- 4.3. Contractor shall clean up spills in accordance with Federal, State and Local regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this contract.

- 4.4. The Contractor shall prepare and submit information to the City sufficient to complete the annual hazardous waste generator report required by FDEP and submit a hazardous materials hauler report to Broward County's Environmental Protection Department. Data must be accessible to all co-op cities online.
- 4.5. The Contractor shall provide an annual report which shall list all HHW collected during each event, disposition of all hazardous waste collected, and the total cost to the City.
- 4.6. All reports produced by the Contractor during the contract term shall become the property of the City without restrictions or limitations upon their use.
- 4.7. The Contractor shall provide to the City a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for City HHW within ten (10) working days of issue.

5. City Responsibilities

- 5.1. The Host City shall monitor, oversee and supervise all collection events. Designated Event Coordinator from the Host City shall be on-site to coordinate activities and assist in resolving any problems that arise.
- 5.2. The Host City staff shall be responsible for determining who is permitted to participate in the event.
- 5.3. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 5.4. The Host City will coordinate vehicle flow and provide traffic control devices as needed.
- 5.5. The Host City reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
- 5.6. The Host City will provide bathroom facilities for vendor staff.
- 5.7. The Host City reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, electronics, or other commodities) for recycling or alternative disposal. Contractor shall segregate these materials at Host City's request for recycling or alternative disposal.
- 5.8. The Host City reserves the right to provide some or all of qualified staff, equipment, or materials required for setting up or operating the collection center(s).
- 5.9. The Host City may distribute informational materials and conduct surveys at all collection events.
- 5.10. The Host City will be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement as per the unit prices awarded under the contract, except as outline herein for joint events wherein the costs will be shared proportionally among the Coordinating Participating Cities.
- 5.11. The City, or Host City, will not be responsible or liable for the collection, packaging, transportation, or disposal of non-household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in performance of this work. The Host City shall provide a dumpster for

non-household hazardous waste at all collection events. The Host City may provide a dumpster for cardboard recycling which the vendor shall utilize.

- 5.12. The Host City shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees, including but not limited to, Tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

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6. SCHEDULE OF PROPOSAL ITEMS AND ESTIMATED QUANTITIES

PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH THE EBID SYSTEM "LINE ITEMS" TABWWW.COCONUTCREEK.NET/PURCHASING

NOTE: The City and Vendor recognize that all types of materials to be collected cannot be identified in advance over the contract period. The Vendor shall provide disposal of these items at a stated percentage (%) discount against the firms listed pricing.

Line	Description - QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
GROUP 1 - Household Hazardous Waste			
1	Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.	PKG	
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment	EA	1
1.3	Emergency Mobilization	EA	2
2	Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	PKG	
2.1	Technician Per Hour Rate (8-hours onsite)	HR	800
2.2	Technician Overtime Per Hour Rate (After 8-hours onsite)	HR	200
2.3	Driver Regular Per Hour Rate	HR	300
2.4	Driver Overtime Per Hour Rate	HR	40
2.5	Project Manager Regular Per Hour Rate	HR	160
2.6	Project Manager Overtime Per Hour Rate	HR	20
2.7	Technician Emergency Regular Per Hour Rate	HR	80
2.8	Technician Emergency Overtime Per Hour Rate (After 8-hours onsite)	HR	40
2.9	Driver Emergency Regular Per Hour Rate	HR	20
2.10	Driver Emergency Overtime Per Hour Rate	HR	10
2.11	Project Manager Emergency Regular Per Hour Rate	HR	40
2.12	Project Manager Emergency Overtime Per Hour Rate	HR	10
3	Supplies Including Delivery	PKG	
3.1	5-Gallon Poly	EA	30

3.2	16-Gallon Poly	EA	60
3.3	30-Gallon Poly	EA	60
3.4	55-Gallon Poly	EA	15
3.5	55-Gallon Steel	EA	100
3.6	85-Gallon Steel	EA	10
3.7	Flex Bin	EA	200
3.8	Fluorescent Bulb Box 8-Ft.	EA	60
3.9	Fluorescent Bulb Box 4-Ft.	EA	30
3.10	Vermiculite (Per 16 lb. bag)	EA	300
3.11	Other. Please state the percentage discount from list price	%	
4	Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)		
4	Bulk Liquid Disposal	PKG	
4.1	Petroleum Oils	GAL	3550
4.2	Fuels and Solvents Halogenated and Halogenated	GAL	23,400
4.3	Antifreeze	GAL	1075
4.4	Other. Please state the percentage discount from list price	%	
5	Batteries Disposal	PKG	
5.1	Lead Acid (wet and dry cell)	LBS	1300
5.2	Nickel Cadmium and Nickel Metal Hydride	LBS	130
5.3	Lithium and Lithium Ion	LBS	3000
5.4	Other. Please state the percentage discount from list price	%	
6	Loose Pack Disposal	PKG	
6.1	Aerosol Cans	LBS	8200
6.2	Alkyd (Oil Based) Paint in Cans	LBS	9100
6.3	Pesticides/Poisons Liquid	LBS	29000
6.4	Pesticides/Poisons Solid	LBS	6500
6.5	Solids Containing Flammable Liquids	LBS	9750
6.6	Other. Please state the percentage discount from list price	%	
7	Lab Pack Disposal	PKG	

7.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	52000
7.2	Oxidizers Liquid or Solid	LBS	800
7.3	Organic Peroxides Liquid or Solid	LBS	130
7.4	Mercury	LBS	200
7.5	Reactives	LBS	800
7.6	Other. Please state the percentage discount from list price	%	
8	Bulb Disposal	PKG	
8.1	Straight Fluorescent Bulbs	EA	7800
8.2	Compact Fluorescent Bulbs	EA	130
8.3	Metal Halide and Other Various Bulbs	EA	130
8.4	Other. Please state the percentage discount from list price	%	
9	Compressed Cylinder Disposal	PKG	
9.1	Refrigerant/Extinguishers Gases	LBS	800
9.2	Propane/MAPP Gas	LBS	2000
9.3	Other. Please state the percentage discount from list price	%	
10	Group 2 - Electronic Waste	PKG	
10.1	Monitors/TV/CPUs	LBS	23400
10.2	Misc. Small Electronic Devices	LBS	35100
10.3	Smoke Detectors	LBS	50
10.4	Other. Please state the percentage discount from list price	%	
11	Flat Fee for the preparation and processing of invoices for Joint Events only	PKG	
11.1	Please state your "Flat Fee" for processing invoices for joint events only	EA	1
12	Emergency Supplies Including Delivery	PKG	
12.1	5-Gallon Poly	EA	5
12.2	16-Gallon Poly	EA	5
12.3	30-Gallon Poly	EA	5
12.4	55-Gallon Poly	EA	15
12.5	55-Gallon Steel	EA	10
12.6	85-Gallon Steel	EA	5

12.7	Flex Bin	EA	5
12.8	Fluorescent Bulb Box 8-Ft.	EA	30
12.9	Fluorescent Bulb Box 4-Ft.	EA	30
12.10	Vermiculite (Per 16 lb. bag)	EA	225
13	Group 3-Latex Paint		
13	Latex Paint Disposal	PKG	
13.1	Latex Paint in Cans	LBS	170000
13.2	Other. Please state the percentage discount from list price	%	
14	GROUP 4-Emergency Services		
14	Emergency Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)		
14	Bulk Liquid Disposal - Emergency	PKG	
14.1	Petroleum Oils	GAL	2000
14.2	Fuels and Solvents Halogenated and Halogenated	GAL	2500
14.3	Antifreeze	GAL	100
15	Batteries Disposal - Emergency	PKG	
15.1	Lead Acid (wet and dry cell)	LBS	100
15.2	Nickel Cadmium and Nickel Metal Hydride	LBS	100
15.3	Lithium and Lithium Ion	LBS	100
16	Loose Pack Disposal - Emergency	PKG	
16.1	Aerosol Cans	LBS	100
16.2	Alkyd (Oil Based) Paint in Cans	LBS	100
16.3	Pesticides/Poisons Liquid	LBS	100
16.4	Pesticides/Poisons Solid	LBS	100
16.5	Solids Containing Flammable Liquids	LBS	1000
17	Lab Pack Disposal - Emergency	PKG	
17.1	Corrosives Liquid or Solid Acid or Alkaline	LBS	1000
17.2	Oxidizers Liquid or Solid	LBS	500
17.3	Organic Peroxides Liquid or Solid	LBS	500
17.4	Mercury	LBS	50

17.5	Reactives	LBS	1000
18	Light Duty Truck/Response Equipment - Emergency	PKG	
18.1	Emergency Response Van	HR	32
18.2	Pickup with Dump Body	HR	32
18.3	Small Box Truck / Cube Van	HR	32
18.4	Spill Trailer	Day	2
18.5	Stake Body / Utility Truck	HR	32
18.6	Utility / Support Trailer	Day	2
19	Heavy Duty Trucks - Emergency	PKG	
19.1	Box Truck	HR	32
19.2	Dump Truck, 10 Wheel	HR	32
19.3	High Powered Vacuum Truck/Cusco	HR	16
19.4	Rolloff Straightjob	HR	10
19.5	Rolloff Two Can Trailer	HR	10
19.6	Skid Mounted Vacuum System	HR	16
19.7	Tractor Only, No Trailer	HR	10
19.8	Tractor w/Box Van	HR	10
19.9	Tractor w/Dump Trailer	HR	10
19.10	Tractor w/Flatbed / Lowbed Trailer	HR	10
19.11	Tractor w/Liquid Transporter	HR	10
19.12	Tractor w/Rolloff Trailer	HR	10
19.13	Tractor w/Vacuum Trailer	HR	10
19.14	Vactor with Jet Rodder	HR	10
19.15	Vacuum Truck, Straight	HR	10
20	Earth Moving Equipment - Emergency	PKG	
20.1	Geiger Counter Meter	Day	2
20.2	Hydrogen Cyanide Meter	Day	2
20.3	Interface Probe	Day	2
20.4	Lumex RA915+ Mercury Vapor Analyzer	Day	2
20.5	Mercury Vapor Analyzer	Day	2

20.6	Particulate Meter, Mini Ram or equivalent	Day	2
20.7	Personal Air Pump Meter	Day	2
21	Hoses/Pipes - Emergency	PKG	
21.1	Hose - Chemical, 4 in X 20 ft.	Day	2
21.2	Hose - Flex, 4 in, per ft.	Day	2
21.3	Hose - Lay Flat, 6 in X 25 ft.	Day	2
21.4	Hose - Suction, 6 in X 25 ft.	Day	2
22	Marine Response Equipment - Emergency	PKG	
22.1	Airboat	Day	2
22.2	Boat / Workskiff without Motor	Day	2
22.3	Brush Skimmer	Day	2
22.4	Containment Boom per Day	FT	500
22.5	Drum Skimmer	Day	2
22.6	Landing Craft (LCM)	Day	2
22.7	Power Barge Boat	Day	2
22.8	Power Workboat, Fast Response	Day	2
22.9	Rigid Hull Inflatable (RIB) (18ft-22ft)	Day	2
22.10	Rope Mop per foot per day	Day	2
22.11	Rotating Disc Skimmer Unit	Day	2
22.12	Skim Pack Skimmer	Day	2
22.13	Skimmer	Day	2
23	Pneumatic Power Tools - Emergency	PKG	
23.1	3/4in Drill, Rotary Hammer	Day	3
23.2	Airspade Pneumatic Shovel	Day	3
23.3	Jackhammer	Day	3
23.4	Pneumatic Chipping Gun	Day	3
23.5	Steel Nibbler, Pneumatic	Day	3
24	Pressure Washing Equipment - Emergency	PKG	
24.1	Hot Water Pressure Washer	Day	3
24.2	40,000 PSI - 12 GPM - UHP Pump (305)	Day	3

25	Pumping/Transferring Pumps - Emergency	PKG	
25.1	Drum Head Vacuum System, Electric	Day	3
25.2	Drum Loader	Day	3
25.3	Pump - Double Diaphragm, 4 in	Day	3
25.4	Pump - Electric Drum	Day	3
25.5	Pump - Electric Submersible, 4 in	Day	3
25.6	Pump - Hydraulic Transfer, 6 in	Day	3
25.7	Pump - Trash, 4 in	Day	3
25.8	Drum Vacuum, Pneumatic	Day	3
26	Site Support - Emergency	PKG	
26.1	Generator - 8,000 Watt	Day	6
26.2	Intermodal Container	Day	6
26.3	Light Tower w/Generator	Day	6
26.4	Personnel Staging Tent, 20' x 30'	Day	6
27	Waste Material Approval - Emergency	PKG	
27.1	Profile Approval Fee (No Sample)	EA	2
27.2	Sample & Profile Approval Fee	EA	2
27.3	Profile Recertification Fee (No Sample)	EA	2

7. PAYMENT METHODS

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through Truist Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

PAPER CHECK

Paper checks can also be processed by the City for vendor payments.

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