

MEMORANDUM

Purchasing #16-014
October 28, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-53-15, Lot Mowing and Related Services for the Code Compliance Unit

Contract Need/Background

Bid L-53-15 was issued to establish multiple contracts for the completion of nuisance abatement work including lot clearing and debris removal. Awarded bidders will be included on a rotating list and will be assigned work as required by Code Compliance. Unit prices for tasks were stated in the solicitation; each job will be priced based on these unit prices and the specific tasks required at each property. The Code Compliance Supervisor recommends that all responsive bidders be awarded contracts from this solicitation.

Attached you will find copies of the bid award recommendation form submitted by Code Compliance, copies of the bid tabulation, and bid solicitation document.

Notice List

The notice list was created by using companies awarded the prior contract for this service, companies that have responded to prior bids and companies that have requested their names be placed on the notice list.

Number of firms responding with complete bids 11

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices were also sent to all registered bidders via email. The bid was also posted on the City's web page.

Market Research

The General Services Department conducted outreach to (20) twenty companies with a current Pompano Beach Business Tax Receipt in the landscaping and tree trimming categories to ensure appropriate local firms were aware of this contract opportunity.

Funding

During FY2015 the City spent almost \$68,000 with multiple vendors for nuisance abatement services. The total annual value of the new contract is dependent upon the quantity of work required to abate cited nuisances in the future; it is expected this amount will equal current expenditures. Services are paid for from budgeted funds in account 001-9910-599.46-50, General Fund / Non-Departmental / Special Services.

Award Recommendation

After reviewing the responses to this bid with the Code Compliance Unit, it is recommended that one-year contract awards be made to all responsive bidders as indicated on the bid tabulation. The contract period will be one (1) year, with (4) four automatic one (1) year renewals, subject to the terms and conditions contained in the bid specifications. Six (6) of the recommended awarded bidders are Pompano Beach businesses.

Enclosures

cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassandra LeMasurier Date October 14, 2015

To: Code Compliance Unit Department Attn.: Mario Sotolongo

Subject: Bid No. L-53-15 Item/service: Low Mowing & Related Services for Code Compliance

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 001-9910-599.46-50

Title: Repairs and Maintenance – Special Services

2. RECOMMENDATION:

(a) Which bidder do you recommend?

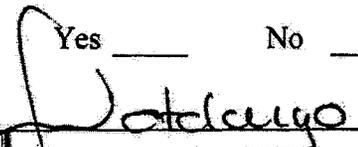
All responsive bidders to be included on the rotating list.

(b) Is the recommended bid the lowest bid received? n/a, pricing set by City
Yes No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid

Signature:  Date: 10/27/2015

Title: Code Compliance Supervisor
(Department Head)

CITY OF POMPANO BEACH RESPONSES

BID L-53-15

LOT MOWING AND RELATED SERVICES FOR CODE COMPLIANCE UNIT

OCTOBER 13, 2015 AT 2:00PM (LOCAL)

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
ALL AROUND TOWN PROPERTIES, INC	605 W 27TH STREET	HIALEAH, FL 33010
THE BANNERMAN GROUP, INC.	6600 NW 27TH AVENUE	MIAMI, FL 33147
CREATIVE LAWN MAINTENANCE LLC	2900 NW 6TH COURT	POMPANO BEACH, FL 33069
CRODON, INC.	11767 S DIXIE HIGHWAY #429	MIAMI, FL 33156
GWEN'S LANDSCAPING & LAWN SERVICES, INC.	2945 W BROWARD BOULEVARD	FORT LAUDERDALE, FL 33312
IRF IRRIGATION LLC	2331 N STATE ROAD 7 #203	LAUDERHILL, FL 33313
PRECISION CUTS LAWN CARE, INC.	2637 E ATLANTIC BOULEVARD #140	POMPANO BEACH, FL 33062
R&A WOODS ENTERPRISES, INC.	331 NE 25TH STREET	POMPANO BEACH, FL 33064
R&R HONEST MAN LAWN SERVICE	150 NE 19TH STREET	POMPANO BEACH, FL 33060
SEGINUS SOLUTIONS, LLC	2600 NW 15TH AVENUE	POMPANO BEACH, FL 33064
SKKV PROPERTY MAINTENANCE LLC	760 NW 17TH COURT	POMPANO BEACH, FL 33030

LS



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

BID L-53-15 – LOT MOWING AND RELATED SERVICES FOR THE CODE COMPLIANCE UNIT

September 11, 2015

The City of Pompano Beach is currently soliciting bids to establish agreements for lot mowing and related services as needed for the Code Compliance Unit. **Sealed bids will be received until 2:00 p.m. (local), October 13, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **September 29, 2015 beginning at 10:00 a.m.** in the City Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is **highly recommended**. During this meeting Code Compliance will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of Nuisance Abatement work, including but not limited to lot mowing, clearing and debris removal as required. These services shall be performed at specific vacant, abandoned, or occupied properties, as designated by the Code Compliance Unit in order to correct violations of Chapter 96 of the City Code of Ordinances.

Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Mowing, edging and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal from the lot of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, tires, appliances, commercial trash, and similar items. (No motor vehicles to be removed.) The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit. It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Compliance Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Compliance Unit. Any tree trimming must be performed by a Broward County Licensed Tree Trimmer.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Compliance Unit. A tree, for the purposes of this contract and subsequent work is a woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').
5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Compliance Unit.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials and execution of the service contract.

The contract shall be automatically renewed for four (4) additional one-year periods unless the City or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the City. 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 product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation and submit it to Purchasing by the deadline stated in this document, and have a current business tax receipt as required to perform work in the City of Pompano Beach, and have a current working automatic fax and/or email to receive work orders, and provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

F. Proposal for Work

When work is deemed to be necessary on a property, the Code Compliance Unit will prepare a "Proposal for Work" for that property. This proposal shall be based on the required work measured and valuated according to the measurements and pricing provided for on the "Proposal Acceptance Form".

Once created, the Code Compliance Unit will forward the Proposal for Work to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact and schedule an initial inspection with the Code Compliance Unit. During the initial inspection the Code Compliance Unit will detail all work being required on the property upon acceptance of the proposal. At the conclusion of this inspection the vendor will have the opportunity to either accept or reject the required work at the proposed price.

Should the next eligible vendor reject a proposal made by the Code Compliance Unit, or fail to schedule an initial inspection within the allotted time, that vendor will be moved to the end of the rotation, and the Proposal for Work shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more proposals, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Proposal for Work, the Code Compliance Unit shall retract, reevaluate and reissue a new proposal to the next eligible vendor.

Code Compliance reserves the right to group lots in close geographical proximity as one work order.

G. Completion

After acceptance of a Proposal for Work, the Code Compliance Unit will schedule a start date and time with the accepting vendor. All work orders are to be completed as soon after the start date as is reasonable possible. At no time and for no reason shall a work order be outstanding for greater than seven (7) calendar days. The Code Compliance Unit shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Code Compliance has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within ten (10) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor is elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

- B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
PUBLIC LIABILITY		
XXXX comprehensive form		
XXXX premises - operations	Bodily Injury.....\$100,000.	\$300,000.
_____ explosion & collapse hazard	Property Damage\$100,000.	\$300,000.
_____ underground hazard	-- or --	
XXXX products (if items are sold)	Bodily Injury and	
XXXX contractual insurance	Property Damage	
_____ liquor legal (if items are sold)	Combined.....\$300,000.	\$300,000.
XXXX independent contractors		
_____ Personal injury	Personal Injury.....\$300,000.	\$300,000.

AUTOMOBILE LIABILITY

		Bodily Injury (each person).....	\$100,000.	
XXXX	comprehensive form	Bodily Injury (each accident)	\$300,000.	\$300,000.
XXXX	owned	Property Damage.....	\$100,000.	\$300,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$300,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061-1300. Fax copies of certificates to the Purchasing office (954) 786-4168.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. Contractor must call the Code Compliance Inspector at (954) 786-4361 at least one working day before commencing any work.

J. Contact

The contractor is to contact the Code Compliance Unit at the start of a job, and immediately after its completion. Code Compliance will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The Code Compliance Inspector will notify the contractor if the work is not acceptable; in the event the Inspector deems the work has not been satisfactorily completed, the contractor shall perform the necessary tasks to satisfactorily complete the project within 48 hours of notice from the Inspector (this is considered a call back). The contractor is to be available by telephone between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.

- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is seven (7) days from notification by the City to start work.

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection. Contractor will remove all trash and debris of two cubic yards or less at no additional charge when the work order includes mowing.
- b. Unless specifically exempted by the Code Compliance Unit all Nuisance Abatement sites are to be mowed and edged. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Compliance Unit. This type of work can include the removal of saplings and stands of brush, as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Compliance Unit, the contractor will be informed of such at the time the work is assigned. The Code Compliance Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.
- d. The removal of trees will be at the direction of the Code Compliance Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to

neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.

- e. The leveling or spreading of piles of fill material will be at the direction of the Code Compliance Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.
- g. The contractor shall place all debris (vegetation, trash, landscape debris, tires and/or other bulk trash) at the curb in accordance with the Solid Waste Department garbage and bulk trash collection rules. The Code Compliance Unit shall notify the City's Solid Waste Department of the location of the property where debris is to be removed upon issuance of a start date. Debris must be properly separated into piles of Vegetation, Tires, and other bulk trash. Cubic yardage will be verified by the Code Compliance Unit.
- h. The contractor must take before and after pictures (depicting the condition of the property, address of the property, case number, and contractor name) of the job site. The pictures must have a date and time stamp on them. The contractor shall download the pictures into a word document photo template (to be provided to the contractor by the Code Compliance Unit.) The contractor shall submit the pictures to the Code Compliance Inspector in the form of a hard copy.

3. Miscellaneous Criteria

- a. Per the City's Noise Ordinance, all work shall be performed only between the hours of 8:00 a.m. and 9:00 p.m.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.
- c. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical

to be used on a site must be submitted to the Code Compliance Unit prior to commencement of any nuisance abatement work.

- d. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Compliance Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Compliance Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- e. All tree trimming work must be performed by a company with a valid Broward County Tree Trimmer License. Either the Contractor (awarded bidder), or his subcontractor, must have a current License. The Contractor will be required to provide a photocopy of the applicable license at the time he meets at the job site with the Code Compliance Inspector to review the initial Proposal for Work.
- f. Mobilization Fee -- Contractor, after receiving a work order, is to contact the Code Compliance Inspector who issued the work order for final authorization to commence work. If, after receiving final authorization from the Code Compliance Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Compliance Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

L. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

Square footage to be cleared shall be based on the lot size, as provided by the Broward County Property Appraiser's records. Areas occupied by structures and/or other areas which cannot or will not be cleared as part of the abatement will be subtracted from the square footage.

Tree trimming shall be based on the square footage of a tree's canopy. Vendor will be required to clear all tree overgrowth and underbrush up to 10 feet in height.

Tree removal shall be based on the linear foot price multiplied by the circumference measured at four and a half feet (4 1/2') above grade.

Cubic yardage of litter and hard trash to be removed shall be based on an estimate made by the Code Compliance Unit during initial violation citation. There shall be a room for error of ± 2 cubic yards on all cubic yardage estimates made by the Code Compliance Unit. Cubic yardage on final invoices will only be adjusted if the cubic yardage should fall outside of these parameters. Adjustments shall be based on measurements taken and/or approved by the Code Compliance Unit upon final inspection.

It is the contractor's responsibility to remove all debris that is less than two (2) cubic yards at no cost to the City.

M. Special Bid Requirements

The Code Compliance Unit shall "bid out" any property requiring a service which is not specifically accounted for on the Proposal Acceptance Form. All eligible vendors will be forwarded the specifications of the work being requested to be bid on. Vendors will have forty-eight (48) hours to respond to a Special Bid Request to be eligible for award. Vendors will only bid on the work specifically identified in the Special Bid Request.

The Code Compliance Unit will accept the lowest bidder and forward to that vendor the Request for Work, which will include the remaining work required, for acceptance. Should the lowest bidder refuse the Request for Work, all requested work will be forwarded to the next lowest bidder on the Special Bid Request. Special Bid Requests shall not affect the order of the rotating list.

In the event that a proposal which is received on a special bid request should exceed five hundred dollars (\$500.00), the Code Compliance Unit will first receive authorization from the City Manager, or his designee, prior to issuing an approval and start date.

N. Invoicing

Final invoices are to be submitted to the Code Compliance office. A separate invoice must be submitted for each property. The invoice must include the P.O. number, property address, date service performed, specific services performed, quantities, unit prices, and total cost. Final invoices shall include all agreed upon line item adjustments from the original Proposal for Work. Invoices will be paid only after approval by the Code Compliance Unit.

O. Independent Contractor

The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.cityofpompanobeachfl.gov

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's service contract form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

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 General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect,

and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

- 24. **Reservation for Rejections and Award**
The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
- 25. **Interpretations**
Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
- 26. **Failure to Respond**
If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
- 27. **Bid Tabulations**
Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
- 28. **Assignment**
Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
- 29. **Termination for Convenience of City**
Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such

notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

- 30. **Public Entity Crimes**
In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 31. **Governing Procedures**
This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
- 32. **Identical Tie Bids**
In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:
 - 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 - 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the

commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated 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 and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section

payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

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There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

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SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Lot mowing, edging, and collect litter/trash/debris:	\$ <u>0.015</u> /s.f.
Hedge cutting and trimming:	\$ <u>0.30</u> /c.f.
Removal of dense overgrowth:	\$ <u>0.15</u> /s.f.
Tree trimming up to 10 feet:	\$ <u>0.15</u> /s.f.
Palm tree trimming, trees between 10 and 25 feet:	\$ <u>25.00</u> /each
Palm tree trimming between 25 and 40 ft.:	\$ <u>60.00</u> /each
Tree removal, to be multiplied by circumference of the tree:	\$ <u>10.00</u> /l.f.
Stump grinding	\$ <u>150.00</u> /each
Debris pick up (over 2 cubic yards):	\$ <u>10.00</u> /c.y.
Leveling off of fill or similar material:	\$ <u>20.00</u> /c.y.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Bidder Name _____

Name & address of company submitting bid:

.....
.....
..... Zip:

Federal Employer Identification #:

Business Tax Receipt (B.T.R.) #:

B.T.R. Issued By:
(submit a copy of the B.T.R. with your bid)

Does your company have a Broward County Tree Trimmers License? yes no

Tree Trimmers License #: Expires:
(submit a copy of the License with your bid)

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

**STATEMENT OF NO RESPONSE
BID: L-53-15, LOT MOWING AND RELATED SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE: _____

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then the contract shall be automatically renewed for four (4) additional one-year periods unless the City or the Contractor shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least thirty (30) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.*

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this

Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____

LAMAR FISHER, MAYOR

Bidder Name _____

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Bidder Name _____

*** This Contract may not be in an amount greater than \$25,000.00.**

“CONTRACTOR”

Witnesses:

(Print name of company)

By: _____

Print Name: _____

(Print or Type Name)

Title: _____

Business License No. _____

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____, A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number