



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
954-786-4098 954-786-4168 (Fax)

REQUEST FOR QUOTATION #Q-12-006T
FOOTBALL HELMET RECONDITIONING

February 6, 2012

The City of Pompano Beach is currently soliciting quotations to establish a contract for the reconditioning of football helmets. QUOTATIONS WILL BE RECEIVED UNTIL **2:00 P.M.** (LOCAL), **FEBUARY 29, 2012** IN THE PURCHASING OFFICE AT 1190 NORTH EAST 3RD AVENUE, BUILDING C, POMPANO BEACH, FLORIDA, 33060. QUOTATIONS TRANSMITTED BY FACSIMILE **WILL** BE ACCEPTED. THE PURCHASING OFFICE FAX NUMBER IS (954) 786-4168.

If you need any additional information regarding this request for quotation, please contact Tammy R Thompkins, Buyer, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Intent**

The intent of this request for quotation is to accomplish the complete reconditioning of the football helmets listed herein, per the quotation specifications and all applicable standards. Children participating in football leagues organized by the City of Pompano Beach Parks and Recreation Department use these helmets.

B. **Bid Items**

Bidders must provide a price to recondition each brand of helmet. Partial quotations will **not** be considered.

C. **Basis of Award**

Award will be made to the lowest responsive, responsible bidder based on the grand total.

D. 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 Quote solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their quotation, 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 proposal.

E. Pricing

Prices quoted shall include all costs to recondition helmets, and transportation costs to pick up helmets from several Recreation Department offices throughout the City, and deliver helmets to the Civic Center, 1801 N.E. 6th Street, Pompano Beach, Florida. Prices shall be stated as a flat rate, all-inclusive fee, per helmet.

F. Insurance

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.

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	
<u>Type of Insurance</u>		each occurrence	aggregate
GENERAL LIABILITY			
<u>XX</u>	comprehensive form		
<u>XX</u>	premises - operations	bodily injury	\$100,000. \$300,000.
—	explosion & collapse		
	hazard	property damage	\$ 50,000. \$ 50,000.
—	underground hazard		
<u>XX</u>	products/completed		
	operations hazard	bodily injury and	
<u>XX</u>	contractual insurance	property damage	
<u>XX</u>	broad form property	combined	\$300,000. \$300,000.
	damage		
<u>XX</u>	independent contractors		
<u>XX</u>	personal injury	personal injury	\$_____. \$_____.

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	AUTOMOBILE LIABILITY	bodily injury	
		(each person)	\$100,000.
		bodily injury	
—	comprehensive form	(each accident)	\$300,000. \$300,000.
—	owned	property damage	\$ 50,000. \$ 50,000.
—	hired	bodily injury and	
—	non-owned	property damage	
		combined	\$300,000. \$300,000.

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	EXCESS LIABILITY		
<u>XX</u>	umbrella form	bodily injury and	
—	other than umbrella	property damage	
		combined	\$1,000,000. \$1,000,000.

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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.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above required coverage should be directed to the City's Risk Manager, at (954) 786-4635.

G. Delivery

Delivery of the reconditioned football helmets is required by June 7, 2012.

Upon approval by the City's Risk Manager of the Certificate of Insurance submitted by the successful bidder, a Purchase Order will be issued, indicating to the contractor to pick up the helmets for reconditioning.

Bidders are to state the number of calendar days after receipt of an order required for delivery. Bidders stating a delivery date of later than June 7, 2012 will not be considered responsive. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

H. Liquidated Damages

The awarded contractor must deliver the reconditioned helmets to the Civic Center no later than June 7, 2012. The Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, one percent (1%) of the total amount due, per calendar day, for late delivery after June 7. This amount represents liquidated damages that the City will suffer because of such default, and not by way of penalty. The City will deduct any liquidated damages due from the total amount due.

I. Detail Specifications

1. Inspection at factory - The City understands that occasionally helmets are rejected at the factory, making it impossible to recertify them. **If rejections occur at the factory, it will be the contractor's responsibility to notify the City, and return the rejected equipment to the City.**
2. Any equipment unsafe for continued use and/or beyond economical repair shall be marked "REJECT - UNSAFE FOR USE" at the time of inspection.
3. The contractor is to notify the City as soon as possible of the total number of helmets that have been rejected for reconditioning.
4. The contractor will not undertake to change or modify the design, construction, material, or fitness of the equipment.

5. Prices listed in this quotation are to include transportation (both ways). Price is also to include insuring said equipment against loss or damage occurring in transit or while in the contractor's possession to the extent of the actual cash value of the same at the time of the loss or damage.
6. All protective equipment shall be cleaned and sanitized in accordance with the original manufacturer's policies and procedures. Where original manufacturer's procedures exceed the standards of the National Athletic Equipment Reconditioners Association, the original manufacturer's procedure will take precedence.
7. All bidders agree that all work performed and parts furnished under contract to the City as a result of this request for quotation will be fully guaranteed.
8. No quotation will be considered for the reconditioning of helmets from any company that does not have, fully operational in their facility, helmet testing equipment approved by the National Operating Committee on Standards for Athletic Equipment (NOCSAE).
9. No sub-contracting of any portion of this contract by the successful bidder (contractor) will be allowed by the City.
10. All NOCSAE approved helmets are to have recertification labels indicating the date and vendor name affixed to the helmet shell interior. Further, all helmets shall have the "WARNING" label (approved by NFSHSA, NCAA and manufacturers) affixed to the helmet shell exterior.
11. All procedures, processes, repairs and replacement parts shall be in strict adherence to the original manufacturer's recommended procedures and identical to OEM parts.
12. All face protectors shall be removed for thorough shell inspection and testing, and then reinstalled on the same helmet using all new attaching hardware.
13. No helmet will be reconditioned unless it is also recertified.
14. All bidders shall include in their quotation price the NOCSAE surcharge per helmet.

15. Reconditioning helmets shall consist of, at a minimum, the following:

Helmet will be inspected, disassembled, cleaned, and sanitized. It will be refinished, and new hardware installed. Refinishing shall consist of the removal of non-standard paint and repainting. All worn-out liners will be replaced as required. Helmet sweatband and front pad will be cleaned. Helmet will be reassembled and recertified to the NOCSAE standards. Jaw pads, any other type pad or cushioning/shock absorbing substance, chin straps, and face mask will be replaced, if necessary, with original manufacturer parts.

Any other repair or part replacement, which can be reasonably construed as a normal procedure associated with helmet reconditioning, must also be included in the flat rate. THIS INCLUDES REPAIR OR REPLACEMENT OF WORN OR DEFECTIVE PARTS, AND REPLACEMENT OF MISSING PARTS, INCLUDING, BUT NOT LIMITED TO MASKS, CHIN STRAPS, AND JAW PADS. **No additional charges will be paid.**

16. Finishing Instructions

All helmets are to be repainted white.

17. Quantities

Helmet Brand = Riddell, Quantity = 397

Helmet Brand = Schutt, Quantity = 12

Helmet Brand = Adams, Quantity = 90

A total of 499 helmets are identified above. At the time of quotation preparation, the Recreation Department was aware of approximately Ninety (90) additional helmets, which had not been returned to the City by football program participants. These helmets should be in the City's possession, and be available for reconditioning, at the time of contract award. Bidders must agree to recondition this additional quantity of helmets, each to be paid for at the unit price quoted for that brand/model helmet. The final Purchase Order will reflect the total quantity of helmets to be reconditioned.

SECTION III - PROPOSAL

IMPORTANT!!! -- PAGE EIGHT (8) MUST BE SIGNED FOR QUOTE TO BE
CONSIDERED, PER GENERAL CONDITIONS SECTION 3

Quantity	Description	Unit Price	Total Price
397	<u>Riddell</u> helmets to be reconditioned, as per specifications, flat rate	\$_____	\$_____
12	<u>Schutt</u> helmets to be reconditioned, as per specifications, flat rate	\$_____	\$_____
90	<u>Adams</u> helmets to be reconditioned, as per specifications, flat rate	\$_____	\$_____

Delivery of the reconditioned helmets must be on or before June 7, 2012. State delivery time after receipt of order: _____ calendar days.

Contingent Pricing - (Will not be considered as basis for bid award.) State fee (if any) for inspection of helmets which are rejected as not eligible for reconditioning. This fee would be instead of the flat rate fee for reconditioning. \$_____/each

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 _____

Name & address of company submitting quotation:

.....
.....
..... zip.....

Federal Employer Identification # or Social Security #:

Telephone #: _____ "Fax" #: _____

Acknowledgment of the following Addenda is noted:

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

Signature of company officer:

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

Signer's name (typed or printed):

Title of signer:

SECTION II - GENERAL CONDITIONS

- 1. Submission and Receipt of Bids/Quotations
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should 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/quotations.
 - 1.4. The envelope containing your bid/quotation should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Request for Quotation Number and Title - write or type the number and title that appears on the first page of the quotation request.
 - 1.5. Submit your bid/quotation to the Purchasing office at the following address:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids/quotes will not be considered.
 - 1.7. Quotations transmitted by facsimile will be accepted. The Purchasing office fax number is (954) 786-4168.
- 2. Completion of Bid/Quote Forms

Bidder is to fill in all of the blank spaces on the bid/quote form and return all pages.
- 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 CANNOT BE CONSIDERED, AND WILL BE REJECTED.
- 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/quote 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/quotes 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/quote pages for consideration of award of this bid/quote.
 - 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/quote is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City. 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/quote 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/quote 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 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/quote 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/quote 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/quote 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/quote.
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/quote, 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/quote 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 #16-08-196489-54C 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/quote, 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/quote. 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 should 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. Facilities
- The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
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 subcontractors 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/quotes or parts of bids/quotes, 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 five (5) working days prior to the bid/quote 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/quote, please return enclosed "Statement of No Bid" card by the bid/quote due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid/quote, or by submitting a "Statement of No Bid" card, three (3) times, will result in your name being removed from our mailing list.
27. **Bid/Quote Tabulations**
- Bidders who wish to receive a copy of the bid/quote 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. **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.
- No ___ Yes ___ Name & position _____
- (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)
31. **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.

32. Governing Procedures
This bid/request for quotation 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.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

33. 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:

Bidder's Signature

34. Invoicing/Payment
All invoices should be sent to: City of Pompano Beach, Accounts Payable, P.O. Box 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. Bidders should state any payment discount in space provided on quote form.

- 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.

35. 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.

36. 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.

37. 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.

STATEMENT OF NO RESPONSE

If you do not intend to bid/quote on this requirement, please complete and return this form by the bid/quote 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/quote, 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/quote 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 _____