



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

BID T-26-12 – GARBAGE/REFUSE COMPACTOR TRUCK

March 21, 2012

The City of Pompano Beach is currently soliciting bids for the purchase of one (1) new truck with a REAR, or SIDE loader style garbage/refuse compactor body. Sealed bids will be received until **2:00 p.m. (local), April 18, 2012**, 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 Otis J. Thomas, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Intent**

The intent of this bid is to purchase one (1) new REAR or SIDE loader garbage/refuse compactor truck, complying with the specifications contained herein. The City of Pompano will only purchase (1) new garbage/refuse compactor truck. This truck will be either a rear load or side load style compactor. The City reserves the right to choose a rear or side loader, and award the lowest responsive, responsible bidder based on the grand total.

B. **Basis of Award**

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

C. Pricing

All prices bid shall be F.O.B. destination/delivered to the City of Pompano Beach Public Works Garage, Building A, 1190 N.E. 3rd Avenue, Pompano Beach, Florida, 33060.

D. Delivery

Bidders are to state the number of calendar days after receipt of an order required for delivery. 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.

E. 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.

F. 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.

G. 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:

<http://mypompanobeach.org/directory/brt/index.html>

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

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

H. Detail Specifications

PART 1 - GENERAL

- 1.01 Furnish (1) new **REAR** or **SIDE** loader chassis-mounted garbage/refuse compactor truck in full compliance with the following specifications by the City of Pompano Beach. This unit shall be designed for on and off road use. This specification identifies all requirements for a vehicle of this design for continuous

operations on all highways and byways in the State of Florida. All physical requirements for this vehicle are identified in Part 2. All items requested with the bid are detailed in Part 1, while Part 3 details the requirements upon delivery of the unit.

- 1.02 The unit covered by this specification shall be the manufacturer's latest basic production model and shall, as a minimum be equipped with all standard equipment in accordance with the manufacturer's latest literature. Bidders must supply a unit that either meets or exceeds all the requirements included in the detailed specifications.
- 1.03 The completed unit shall comply with the following:
- A. All applicable Federal/State Department of Transportation (D.O.T.) regulations and requirements.
 - B. All applicable Interstate Commerce Commission (I.C.C.) regulations and requirements.
- 1.04 Pre-Award Submittals: The following information should be submitted with the bid proposal.
- A. Detailed specifications of the compactor.
 - B. Anticipated front and rear axle weights of unit with full fuel and body, minus driver.
 - C. List detailing all authorized repair facilities and parts facilities, including addresses and telephone numbers in the State of Florida, and/or the Southeast United States. Include total dollar inventory amount associated with compactor manufacturer.
 - D. Provide a copy of the Manufacturer's standard Warranty and Commencement of Coverage statement with bid proposal.
 - E. Bidders are to provide one (1) original and two (2) copies of the completed bid proposal package and two (2) copies of any enclosures, including product brochures.
- 1.05 Acceptance Inspection
- Manufacturer is to notify the Fleet Manager of the City of Pompano Beach upon completion of the unit. Acceptance is contingent upon compliance with all specifications as noted herein, as well as all change orders. Failure to meet any requirement of this specification shall constitute cause for rejection of the order.
- 1.06 Workmanship

The manufacturer shall warrant all materials and equipment furnished by it and its subcontractors or suppliers free from defects in design, materials and workmanship. The materials and equipment shall be new and conform to the specifications as set forth. The manufacturer shall also warrant all workmanship will be in accordance with acceptable quality construction and fabrication norms and practices established throughout the industry.

PART 2 - PRODUCT

Note: For each item in the detail specifications section bidders must indicate if the unit they are proposing meets the specifications. State "YES" (unit complies with specifications), or "NO" (unit does not comply with specifications), in the space next to each item. Provide detailed information where requested. All items, which do not meet the stated specifications, must be completely explained in an attachment to your bid.

State
"Yes" or
"No"

2.01 Chassis

- _____ A. The chassis shall be manufactured by International, Ford, or Freightliner, and of conventional cab design. Cab over design is unacceptable.
Maunf./model offered: _____
- _____ B. Chassis shall have a minimum of 19,000 GVWR.
- _____ C. Individual driver seat w/2 man passenger seat (40/20/40).
- _____ D. PTO provision automatic transmission.
- _____ E. Wiring interface for automatic transmission & body builder controls.
- _____ F. Minimum of 40 gallon fuel tank.
- _____ G. Manual reset circuit breakers in lieu of fuses.
- _____ H. One piece tilt front hood.
- _____ I. Front and rear hydraulic brakes.
- _____ J. Air conditioning in cab.

_____ K. Automatic engine shutdown system for low oil pressure or high coolant temperature.

_____ L. All wheels to be one piece steel with tubeless radial tires.

2.02 **Compactor Body: To be high compaction REAR loader style**

_____ A. Body to have a minimum volume of eight (8) cubic yards, but not to exceed (10) cubic yards.

Body volume: _____

_____ B. Unit to be a true “compactor” and not a simple trash container.

_____ C. Body to include an ejector plate to eject trash from the inside when dumping.

_____ D. Rear tailgate section of body to swing up and out of the way for trash dumping.

_____ E. Body to be fabricated from minimum of ten (10) gauge high tensile steel.

Describe body composition: _____

_____ F. Minimum of one (1) cubic yard waste hopper.

Waste hopper volume: _____

_____ G. Rear hopper inside width to be a minimum of 66”.

State rear hopper inside width: _____

_____ H. Rear hopper clearance height to be no more than 4” above frame height.

State rear hopper clearance height, including frame height: _____

_____ I. Compactor to include a single cart tipper and control handle for tipper.

_____ J. Zone Defense 7” single camera system-installed

_____ K. Echo directional light bar model 3355-installed.

_____ L. Compactor access door located on side of body.

2.03 **Compactor Body: To be high compaction SIDE loader style**

- _____ A. Body to have a minimum volume of eight (8) cubic yards, but not to exceed (10) cubic yards.
Body volume: _____
- _____ B. Unit to be a true “compactor” and not a simple trash container.
- _____ C. Body to include an ejector plate to eject trash from the inside when dumping.
- _____ D. Rear tailgate section of body to swing up and out of the way for trash dumping.
- _____ E. Body to be fabricated from minimum of ten (10) gauge high tensile steel.
Describe body composition: _____
- _____ F. Minimum of one (1) cubic yard waste hopper.
Waste hopper volume: _____
- _____ G. Minimum of (1) trough located on passenger side.
Trough volume: _____
- _____ H. Trough loading height shall be a maximum of 36” from ground to top edge.
Trough loading height: _____
- _____ I. Hopper clearance height to be no more than 4” above frame height.
State rear hopper clearance height, including frame height: _____
- _____ J. Ability to tip cart
- _____ K. Zone Defense 7” single camera system-installed
- _____ L. Echo directional light bar model 3355-installed.
- _____ M. Compactor access door located on side of body.

2.04 **Hydraulic System: The following applies to both body styles (Rear and Side Loaders).**

- _____ A. The hydraulic pump used shall be a minimum of 17 GPM to operate all system functions.
- _____ B. All control valves to be direct acting, NO electric over hydraulic controls.
- _____ C. Packer operation controls to be detented and self closing when operation is complete.
- _____ D. Hydraulic system to include suction strainer and easily accessible spin on type filter.
- _____ E. Include shut-off valves in system to minimize oil loss when changing filter.
- _____ F. Oil reservoir to have large enough capacity to maintain system without hydraulic oil heating up and possibly causing internal system damage.
- _____ G. All hydraulic cylinders to include internal check valves or close coupled check valves.
- _____ H. Hydraulic oil to be manufacturer's standard oil for Florida climate, designate manufacturer name and part number on bid.

Hyd. oil mfr./part #: _____

2.05 Electrical and Lighting

- _____ A. All wiring and lighting to be in full compliance to FMVSS #108 and all D.O.T. and I.C.C. requirements and regulations.
- _____ B. All wiring to be covered in electrical loom and protected with grommets at any point at which wire enters or exits a hole in the metal.
- _____ C. Furnish and install warning lights, to be seen from front and at rear of unit during normal operating conditions. Include lighted on/off switch in cab.

_____ 2.06 Install two (2) dealer supplied rams horn or tow hooks mounted directly to rear of vehicle frame, one mounted on each side.

- _____ 2.07 Provide mud flaps in accordance with D.O.T. requirements; manufacturer's logos are unacceptable.
- 2.08 Finish
- _____ A. Paint body and all associated equipment white to match chassis manufacturer's standard production color.
- _____ B. Paint procedures must meet paint manufacturers recommendations with a minimum warranty of one (1) year.

PART 3 - EXECUTION

3.01 Manuals

- A. Operation, Maintenance, and Parts manuals. The manuals MUST BE "As Built" manuals. Complete hydraulic and electrical schematics of the equipment as installed including any added or special equipment must be included in the manuals. Information must be included for any added equipment requested in the specifications.
 - 1. Two (2) complete sets of Operation manuals describing the operator's responsibility and all functions of the equipment.
 - 2. Two (2) complete sets of Maintenance manuals describing repair and replacement procedures for all components of the equipment.
 - 3. Two (2) complete sets of Parts manuals with all major components and assemblies illustrated for quick and easy reference.

3.02 Delivery Requirements

Successful bidder will obtain chassis from the manufacturer, and is responsible for inspection of the chassis upon delivery for any damage by the delivery vendor. The vendor will deliver the completed unit to the City of Pompano Beach.

Forty-eight hours prior to proposed delivery, the vendor must telephone the Fleet Manager, Forrest Hall, telephone (954) 786-4033, and make arrangements for acceptance of delivery. Deliveries are to be made Monday through Friday from 9:00 A.M. to 3:00 P.M. The vendor, at the time of delivery, must submit the following, properly filled out and signed:

- A. State of Florida "Manufacturer's Statement of Origin" made out to:

City of Pompano Beach
1190 N.E. 3rd Avenue

Pompano Beach, Florida 33060

B. State of Florida Exemption Form DR-4A showing City tax exemption number 85-8012621672C-6.

C. Invoice in triplicate, to the following address:

City of Pompano Beach
Finance Department
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

D. Furnish a twenty (20) day temporary permit to take effect on the day of delivery.

3.03 Furnish four (4) sets of keys for each type of lock used on the vehicle.

3.04 Vehicle must have "Incomplete Vehicle Document" sticker completed with all required information.

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. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and 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. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

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 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 #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, 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. **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 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 five (5) working 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

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. Bidders should state any 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.

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.

SECTION III - PROPOSAL

IMPORTANT!!!

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

REAR LOADER garbage/refuse compactor truck as specified herein:

\$ _____

State manufacturer/model proposed, chassis: _____

State manufacturer/model proposed, body: _____

Anticipated front and rear axle weights of unit with full fuel and body, minus driver:

front: _____ rear: _____

Delivery time after receipt of order _____ calendar days.

SIDE LOADER garbage/refuse compactor truck as specified herein:

\$ _____

State manufacturer/model proposed, chassis: _____

State manufacturer/model proposed, body: _____

Anticipated front and rear axle weights of unit with full fuel and body, minus driver:

front: _____ rear: _____

Delivery time after receipt of order _____ calendar days.

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

If awarded the contract resulting from this bid, will your company agrees to sell additional items to the City of Pompano Beach at the awarded contract price? Yes _____ No _____

State the time period applicable for such additional purchases: _____

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 _____

Is your company a Small Business Enterprise, as described in Section I. Specifications/Special Conditions, H. Small Business Enterprise Program?

Yes ___ No _____

Name & address of company submitting bid:

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

Federal Employer Identification # or Social Security #:

.....

Telephone number:

"Fax" number:

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:

*** Furnish information in spaces provided, pages 5-9.

*** Submit one (1) original bid, and two (2) copies. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

*** Submit copy of the manufacturers warranty.

*** Submit forms showing SBE participation, or unavailability, as applicable.

***Submit forms showing Local Business Program participation, or unavailability, as applicable.

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

EXHIBIT "A"

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

BY: _____

SBE EXHIBIT "B"

Bidder Name _____

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

BID # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource

organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

Bidder Name _____

BY: _____

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
------------------------	-------------------	---

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "D"

STATEMENT OF NO RESPONSE

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 _____