



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

BID W-29-12 – INDOOR PEST CONTROL SERVICES

April 10, 2012

The City of Pompano Beach is currently soliciting bids for W-29-12 for the purchase of Indoor Pest Control Services. Sealed bids will be received until 2:00 p.m. (local), May 11, 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 Dejenaba Wedemier, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. **Intent**

The intent of this bid is to establish an annual, open-end contract for the purchase of indoor pest control services, for thirty-nine (39) facilities, Citywide on a monthly basis.

B. **Contract Period**

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

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will

be in the best interest of the City. 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 General Services Director. 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.

C. Bid Items/Grouping

All locations must be priced, for the bid to be considered.

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any City facility may be added to this contract at the option of the City. The additional site(s) shall be added to this contract by formal modification to the award. The City may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendor, or for other reasons at the City's discretion.

D. Basis of Award

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

E. Pricing

Pricing is to be furnished for monthly service per location, and per each for bait boxes/refills.

F. Delivery/Completion

The City seeks a source of supply that will provide accurate and timely delivery/completion. The awarded bidder must adhere to delivery/completion 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/completion requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

G. 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.

H. 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.

I. 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/btr/FAQ%20sheet%20BTR.pdf>.

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

J. Detail Specifications

This contract consists of furnishing all labor, materials, skills, supervision and necessary tools and equipment to perform indoor pest control services to ensure pest free facilities citywide on a monthly basis.

The contractor shall spray the interior of the buildings for the prevention and/or elimination shall include, but not be limited to, rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects. This contract does not include control of wood destroying organisms, birds, snakes, bats, and mosquitoes.

The contractor shall furnish and install bait boxes and its refills for rodents in the interior and exterior of the facilities, as needed.

The contractor shall provide free call-back service or re-treatment, at no additional cost to the City, all inclusive on a monthly basis, (if required) to maintain a pest free environment.

¹The contractor shall provide services Monday – Friday before 8:00am or after 5:00pm of the City normal business hours for the facility locations with an asterisk (*). ²The contractor shall contact the following locations to schedule services for the facility locations with two asterisks (**). Some baiting and mechanical traps may be set during normal business hours with approval of facility management.

Provide treatment using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 and the regulations issued there under.

Location Coverage Requirements:

Contractor will visit each property or location to inspect, maintain, and/or service the interior of the associated facility for Pest Control Service to include but not be limited to the following:

- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits

- Accessible structural voids

The contractor shall provide and maintain a log of pest control services signed by a City representative in each facility being serviced on a monthly basis and email it to the City's designated contract administrator.

- Applicators name and company
- Purpose of application
- Name of pesticide / insecticide used
- Date, time and location of application
- City representative signature(s)

Requirements and Use of Chemicals:

The Contractor, prior to commencing work, shall provide photocopies to the Customer of its business Pest Control License from the FDACS and of the Pesticide Applicant Certificates in General Household Pest Control for every Contractor Employee who will be performing on-site services under the Contract. These licenses and certifications must be maintained throughout the life of the Contract. See Sections 482.071 and 482.111, Florida Statutes.

The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies shall be provided to the Contract Administrator upon award of the bid. All such pesticides must be approved by the City.

- A. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- B. Pesticides should not be stored on site.
- C. Pesticides shall never be applied when facility HVAC systems are off.
- D. Pesticides applied to the air should never be used for routine treatment inside facilities. Pesticides should be applied only as containerized or crack and crevice treatments in which the applied treatment is never visible.
- E. Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.
- F. Insecticides approved for normal use should be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.

G. Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.

H. Fogging may be required for flea infestation, using Pyrethrum pt .565 or an equivalent substance.

K. 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. Worker's 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 work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

- XX comprehensive form
- XX premises - operations bodily injury
- ___ explosion & collapse

___	hazard	property damage		
___	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance			
XX	broad form property damage			
XX	independent contractors			
XX	personal injury	personal injury		

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

		bodily injury (each person)		
		bodily injury (each accident)		
XX	comprehensive form			
XX	owned	property damage		
XX	hired	bodily injury and property damage combined		
XX	non-owned			

REAL & PERSONAL PROPERTY

XX	comprehensive form	Organization must show proof they have this coverage.
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EXCESS LIABILITY

___	umbrella form	bodily injury and property damage combined		
___	other than umbrella		\$2,000,000.	\$2,000,000.

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.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Questions and Communication

All questions regarding the bid 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 Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and

Bidder Name _____

other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

M. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's agreement 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. 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: "Indoor Pest Control Services".
 - 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 #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. 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**

INDOOR PEST CONTROL SPRAYING

	LOCATIONS	ADDRESS	SQ FT.	MONTHLY PRICE	MONTHS	EXTENDED PRICE
1	PUBLIC WORKS ADMIN.	1201 NE 5 th AVENUE	7,160	\$	12	\$
2	PUBLIC WORKS COMPLEX	1190 NE 3 rd AVE, BLDG (A/B)	22,140	\$	12	\$
3	PURCHASING/ STORES	1190 NE 3 rd AVE, BLDG - C	19,550	\$	12	\$
4	UTILITIES FIELD OPERATIONS	1201 NE 3 rd AVENUE	4,580	\$	12	\$
5	WATER TREATMENT PLANT	301 NE 12 th STREET	7,560	\$	12	\$
6	GOLF COURSE CLUB HOUSE	1101 N. FEDERAL HWY	4,720	\$	12	\$
7	TENNIS CENTER	920 NE 18 th AVENUE	2,400	\$	12	\$
8	REC/ ATHLETICS/ GTM/ BREAK ROOM	1751 and 1701 NE 8 th STREET	3,650	\$	12	\$
9	** MCNAB PARK BLDG	2250 E. ATLANTIC BLVD	1,540	\$	12	\$
10	** KESTER PARK CONCESSION STAND	600 NE 9 th AVENUE	1,820	\$	12	\$
11	** CONCESSION/ 4-FIELD COMPLEX	1401 NE 8 th STREET	2,500	\$	12	\$
12	CIVIC CENTER	1801 NE 6 th STREET	25,950	\$	12	\$
13	AIR PARK TOWER/ADMIN/ETC.	1001 NE 10 th STREET	15,830	\$	12	\$
14	AMPHITHEATER	1801 NE 6 th STREET	6,520	\$	12	\$
15	AQUATIC CENTER	820 NE 18 th STREET	3,960	\$	12	\$
16	BASEBALL COMPLEX	1701 NE 8 th STREET	2,500	\$	12	\$
17	* PRE-SCHOOL (BLDG A & 10 ROOMS)	1400 NE 4 th STREET	17,800	\$	12	\$
18	CEMETERY	400 SE 4 th STREET	2,400	\$	12	\$
19	CITY HALL (4 FLOORS)	100 W ATLANTIC BLVD	60,700	\$	12	\$
20	COMMISSION CHAMBERS	100 W ATLANTIC BLVD	7,210	\$	12	\$
21	COMMUNICATION TRANSMITTER	100 SW 3 rd STREET	500	\$	12	\$
22	FIRE STATION # 63 (PUBLIC SAFETY)	120 SW 3 rd STREET	10,500	\$	12	\$
23	FIRE STATION # 11 (BEACH)	3264 NE 3 rd STREET	13,200	\$	12	\$
24	FIRE STATION # 24	2001 NE 10 th STREET	9,380	\$	12	\$
25	FIRE STATION # 52 (PALM AIRE)	10 SW 27 th AVENUE	9,550	\$	12	\$
26	FIRE STATION # 61	2121 NW 3 rd AVENUE	9,120	\$	12	\$
27	FIRE STATION #103 (CRESTHAVEN)	3500 NE 16 th TERRACE	2,800	\$	12	\$
28	LIFEGUARD STATION (BEACH)	10 N. POMPANO BEACH BLVD	1,920	\$	12	\$
29	* MCNAIR PARK	950 NW 27 th AVENUE	14,010	\$	12	\$
30	* MITCHELL/MOORE PARK	901 NW 10 th STREET	20,680	\$	12	\$
31	POLICE/PUBLIC SAFETY BLDG -A1	100 SW 3 rd STREET	58,730	\$	12	\$
32	FIRE TRAINING TOWER	180 SW 3 rd STREET	3,120	\$	12	\$
33	MEMBRANE SOFTENING PLANT	1205 NE 5 th AVENUE	36,680	\$	12	\$
34	SKOLNICK COMMUNITY CENTER	800 SW 36 th AVENUE	13,310	\$	12	\$
35	* NORTH BROWARD PARK	4400 NE 18 th AVENUE	6,260	\$	12	\$
36	* HIGHLANDS PARK	1650 NE 50 th COURT	4,530	\$	12	\$
37	WATER RE-USE PLANT	1799 N. FEDERAL HWY	4,660	\$	12	\$

Bidder Name _____

38	LARKINS COMMUNITY CENTER	520 MARTIN L. KING BLVD	13,810	\$	12	\$
39	POLICE/ SUB-STATION	1820 HAMMONDVILLE ROAD	1,600	\$	12	\$
				UNIT PRICE		EXTENDED PRICE
A	BAIT BOXES	RODENTS		\$	50	\$
B	BAIT BOX REFILLS	RODENTS		\$	100	\$
GRAND TOTAL (39 locations):				\$ _____	\$ _____	
<p>Note: (*) ¹Services must be performed before or after business hours. (**) ²Services must be scheduled for access to facilities.</p>						

Grand Total in words: _____

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

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? (if yes, please provide a copy of your certification)

Yes ____ No _____

Name & address of company submitting bid:

Bidder Name _____

.....

.....

..... Zip:

Federal Employer Identification #:

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:

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

STATEMENT OF NO RESPONSE
BID: W-29-12
INDOOR PEST CONTROL 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 indoor pest control 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____; **OR** until completion of Scope of Work.

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 City shall have the option to renew this contract for up to four (4) additional periods of one (1) year each, provided that City will provide notification within sixty (60) days of each termination date of its intention; **OR** this Contract is not subject to renewal.

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: Per unit prices awarded via Bid W-29-12.

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

Invoices shall be submitted on a monthly basis.

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. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

Bidder Name _____

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

_____ By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, 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 **MARY L. CHAMBERS** 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

“CONTRACTOR”

(Print name of company)

Witnesses:

By: _____

Bidder Name _____

Print Name: _____

Title: _____

Business License No. _____

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