



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

BID W-42-12 – PEST CONTROL SERVICES

May 21, 2012

The City of Pompano Beach is currently soliciting bids for W-42-12 for the purchase of Pest Control Services. Sealed bids will be received until 2:00 p.m. (local), June 20, 2012, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. All written questions must be received by 5:00 p.m. on June 13, 2012 at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. 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.

A **MANDATORY** pre-bid conference will be held on June 8, 2012 at 9:30 a.m. (local) in the Commission Chambers, at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060. **FAILURE** to attend the mandatory pre-bid conference may result in the rejection of bid proposal. Highly recommended site visits and walk through tours of the various facilities included in this bid will occur following the pre-bid conference. The City will provide transportation from the Commission Chambers to the various facilities.

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.

All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

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 to provide 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(s) may be deleted or 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.

This solicitation identifies specified services, any services outside of the scope of normal services should arise the City will address it on a case-by-case basis. The City may determine to obtain price quotes for the additional service 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. DETAILED SPECIFICATIONS

1. This contract consists of furnishing all labor, materials, skills, supervision and necessary tools and equipment to perform pest control services to ensure pest free facilities citywide on a monthly basis.
2. The contractor shall spray the interior and perimeter of the buildings for the prevention and/or elimination shall include, but not limited to, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects. Perimeter services shall include, but not limited to, around base of the buildings and windowsills.
3. The contractor shall furnish and install bait boxes and its refills for rodents (rats and mice) in the interior and exterior of the facilities, as needed.
4. 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. The contractor shall provide the call-back service within (24) hours of notice from the City. When called back for re-treatment, the facility shall be inspected and treated only for the problem that exists. This treatment will not replace the next normal monthly scheduled treatment.

5. The contractor is to perform work at times mutually agreed upon between the using department and the contractor. Recreation facilities, Police facilities, Fire Stations and Water Plant Laboratories may require permission or scheduling arrangements due to various hours of operation, locked, in-use facilities and/or staff presence. When work is complete at each location, contractor must obtain signature of City employee to verify service on the log sheet for monthly recording.
6. The contractor shall provide services Monday – Friday during normal business hours between 8:00am to 5:00pm unless otherwise indicated. 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 (**).

The bait boxes and refills may be set during normal business hours with approval of facility management, as needed.

7. The contractor shall have a staffed office available for answering phone call during normal business hours 8:00a.m – 5:00p.m Monday through Friday. The contractor shall provide the names and telephone numbers of key personnel.
8. The contractor shall provide three (3) firms for whom the contractor is providing exterminating services for; the contractor shall indicate on the bid proposal form the names, addresses, contact persons, and the telephone numbers, to be used as references.
9. The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies shall be submitted with the bid proposal. All such pesticides must be approved by the City.
10. The contractor shall be able to perform full service without subcontracting any portion of services under this contract.

Note: The City has an employee to maintain the lawns and ornamental portions for pest control services.

EXAMINATION OF FACILITY (HIGHLY RECOMMENDED)

Each bidder is required, prior to submitting a Bid Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the service. The bidder is also required to carefully examine the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No plea of ignorance, by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the

bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

LOCATION REQUIREMENTS

Contractor shall visit each property or location to inspect, maintain, and/or service the interior and perimeter 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
- Offices, Class Rooms, Conference Rooms, Restrooms
- Mechanical Rooms & Utility Areas, Elevators
- Laboratory areas
- Meeting Chambers

SERVICE LOG

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)

INVOICING AND SERVICE TRACKING

A. Invoices shall be submitted to the City each month for the facilities serviced the prior month. All facilities shall be on a single invoice. The invoice date must be the same month as the month service was performed. Invoices shall reference:

- Building name
- Building identification number
- Address
- Type(s) of service provided
- Price of the service(s) provided
- Service date

Proof of service shall be attached to the invoice in the form of signed log by a facilities management staff member for each defined facility.

B. Failure to service any location in any month shall result in a deduction of twice the monthly bid amount for each location missed an explanation of why a location was not serviced shall be attached to the invoice. The explanation will be evaluated for justification. If the justification is not valid, an amount of twice (two times each monthly bid cost) the bid cost shall be deducted from the invoice.

PRICE ADJUSTMENT

Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Producer Price Index (PPI), WPU06530108, chemicals and allied products, household and institutional pesticides & chemicals.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised renewal period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new renewal period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available renewal period based on such price adjustments. Continuation of the contract beyond the initial period, and any renewal subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

WORK ACCEPTANCE

This service will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

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.

Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

Pesticides should not be stored on site. Pesticides shall not be applied when facility HVAC systems are off. Pesticides shall not be applied in laboratories when in use.

ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Safety signage shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

UNIFORMS

The contractor's staff shall wear a uniform with the companies, name, and logo; in order for the contractor's employee(s) to be identified. The uniform shall be neat in appearance and clean at all times while working on City property.

LEGAL HOLIDAYS

Buildings will be closed to the public on the following legal holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Fourth of July Labor Day
Columbus Day Veteran's Day
Thanksgiving Day Friday after Thanksgiving
Christmas Day

MAP AND FLOOR PLANS OF FACILITY LOCATIONS

The attached (page 19) is a map of all the thirty-nine (39) facility locations listed in the solicitation Citywide to be used as a guide. The attached floor plans are being included in this solicitation as a guide, for these facility locations may not be visited during the highly recommended site visit /walk-through tour.

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.

1. 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.

2. 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.

3. 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
GENERAL LIABILITY		<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
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	
XX	contractual insurance	property damage	
XX	broad form property damage	combined	
XX	independent contractors	_____	
XX	personal injury	personal injury	
AUTOMOBILE LIABILITY		<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
		bodily injury (each person)	
		bodily injury (each accident)	
XX	comprehensive form	_____	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage combined	
REAL & PERSONAL PROPERTY			
XX	comprehensive form	Organization must show proof they have this coverage.	
EXCESS LIABILITY			
—	umbrella form	bodily injury and property damage	
—	other than umbrella	combined	\$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.

QUESTIONS AND COMMUNICATIONS

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 other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

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: "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**

**LOCATIONS WHERE SERVICES ARE TO BE PROVIDED AND APPROXIMATE
SQUARE FOOTAGE OF EACH FACILITY**

Please note that the square footage is only an approximate figure of facility areas to be used as a guide in preparing your bid. The square footage is not an indication of complete areas to be serviced. Each vendor is responsible for visiting each facility and taking their own measurements.

INDOOR PEST CONTROL SPRAYING						
	LOCATIONS	ADDRESS	SQUARE FEET	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	1,800	\$	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. POMPAÑO 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	\$
38	LARKINS COMMUNITY CENTER	520 MARTIN L. KING BLVD	13,810	\$	12	\$
39	**POLICE/ SUB-STATION	1820 HAMMONDVILLE ROAD	1,600	\$	12	\$

GRAND TOTAL (39 locations): \$ _____

Note: (*) ¹Services shall be performed before or after business hours. (**) ²Services shall be scheduled for access to facilities.

	ITEMS	DESCRIPTION	UNIT PRICE (EACH)	QUANTITY	EXTENDED PRICE
A	BAIT BOXES	RODENTS	\$	50	\$
B	BAIT BOX REFILLS	RODENTS	\$	100	\$

Grand Total in words: _____

Qualifications Of Bidders

To demonstrate qualifications to perform the work, and to be considered for award, each contractor shall submit three (3) business references, such as previous experience, present commitments. The following are names of three (3) corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

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 _____

Bidder Name _____

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:

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

Federal Employer Identification #:

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

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

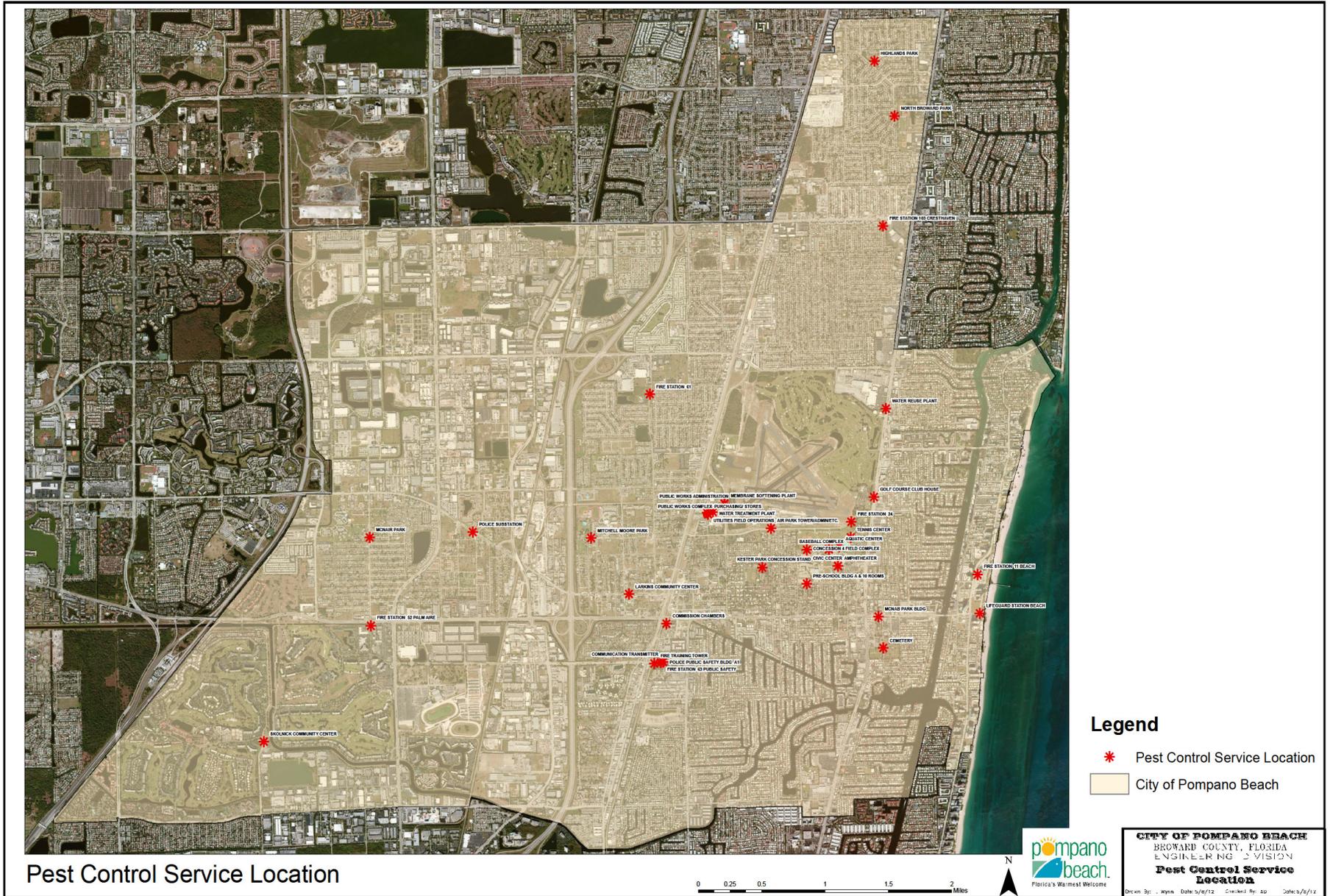
Manual signature of company officer:

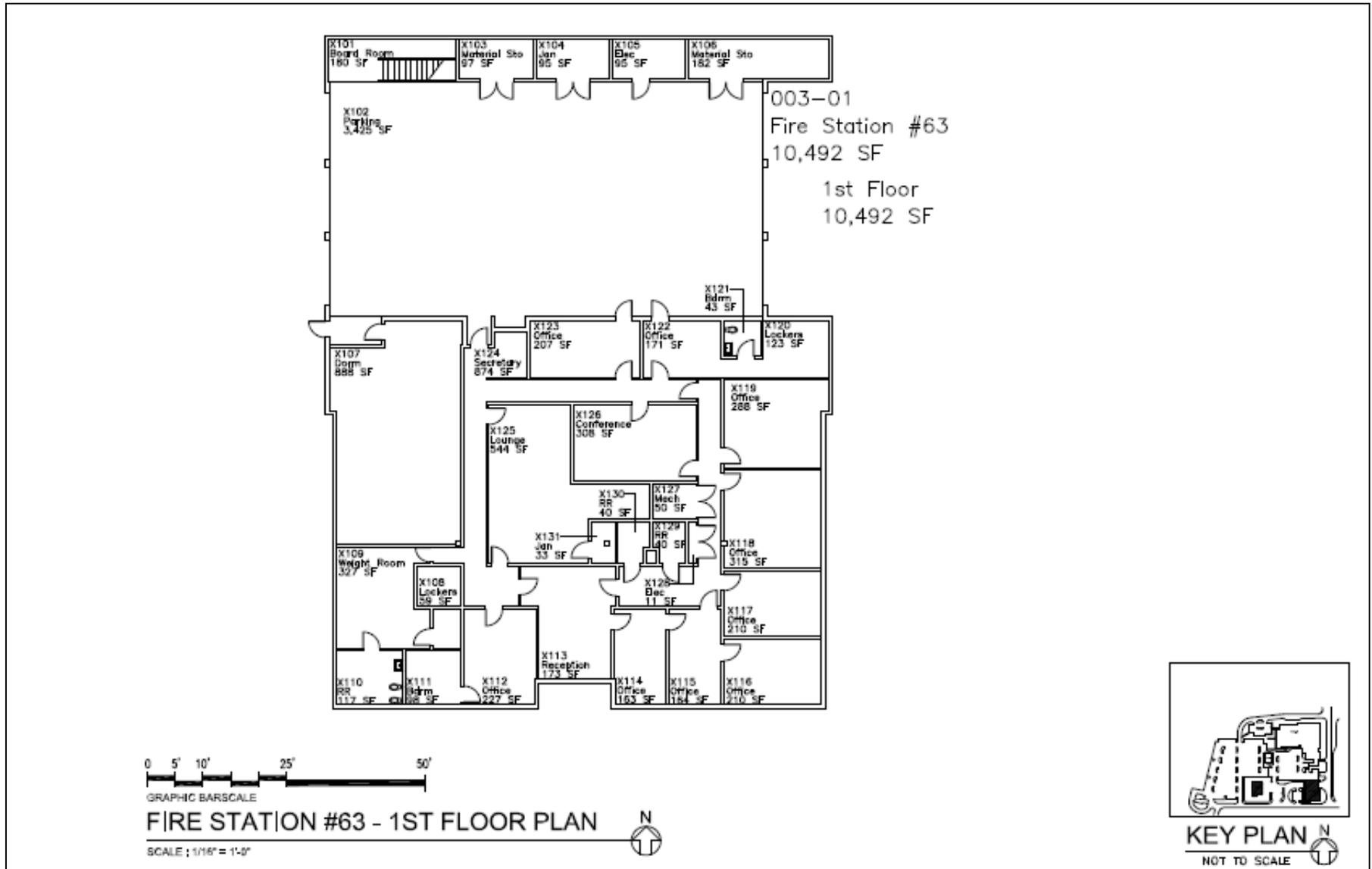
IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

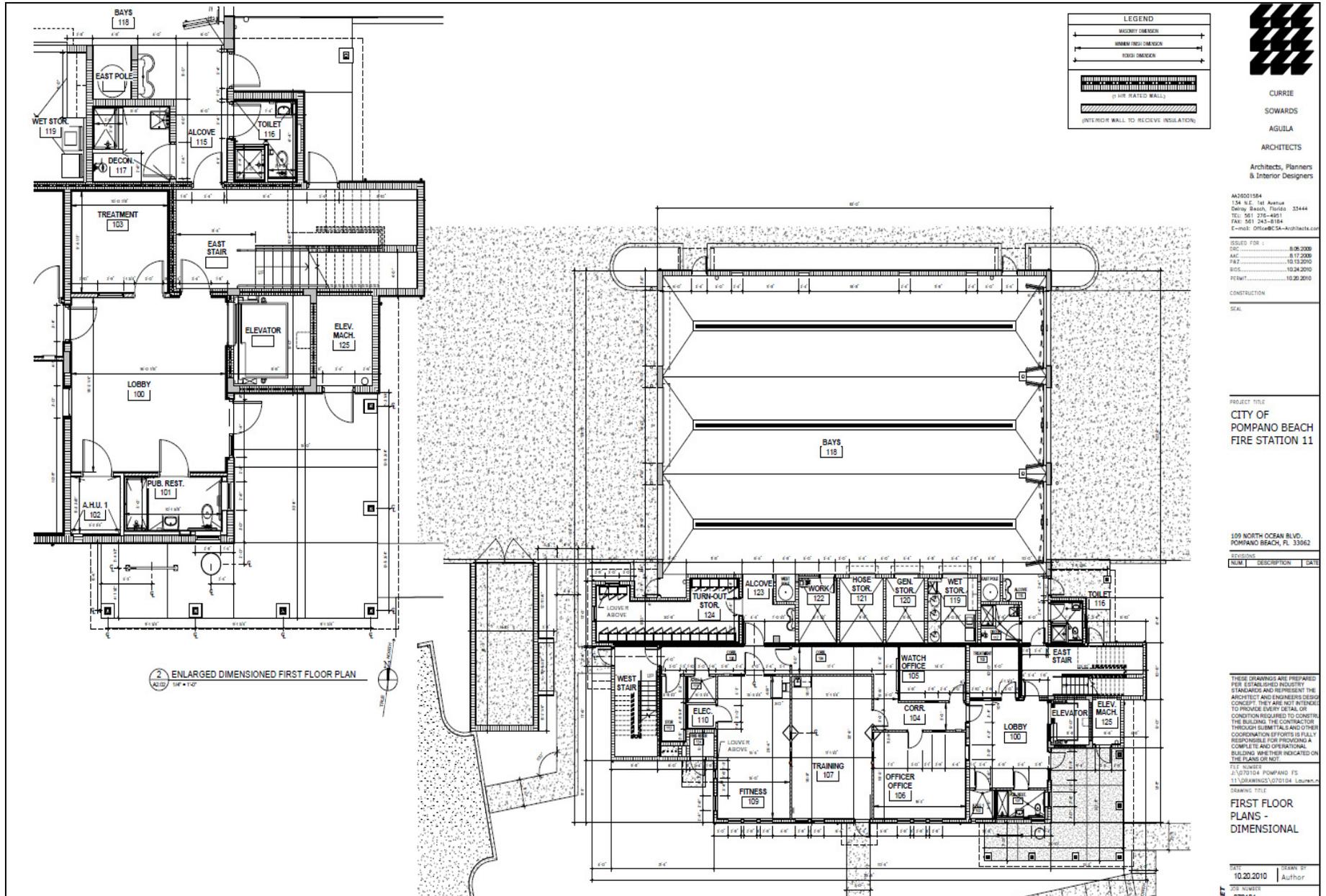
Signer's name (typed or printed):

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.







LEGEND

MASONRY DIMENSION

MASONRY (200 LBS/CU FT)

SOLID DIMENSION

(1 HR RATED WALL)

(INTERIOR WALL TO RECEIVE INSULATION)

CURRIE SOWARDS AGULLA ARCHITECTS

Architects, Planners & Interior Designers

ADDRESS
134 N.E. 1st Avenue
Delray Beach, Florida 33444
TEL: 561-275-4851
FAX: 561-241-8184
E-mail: Office@CSA-architects.com

ISSUED FOR : 8.26.2009
D/C : 8.17.2009
P/E : 10.12.2010
R/S : 10.24.2010
PERMIT : 10.20.2010

CONSTRUCTION
SEAL

PROJECT TITLE
CITY OF POMPANO BEACH
FIRE STATION 11

109 NORTH OCEAN BLVD.
POMPANO BEACH, FL 33062

NUM	DESCRIPTION	DATE

THESE DRAWINGS ARE PREPARED FOR ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT'S AND ENGINEER'S DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING. WHETHER INDICATED ON THE PLANS OR NOT.

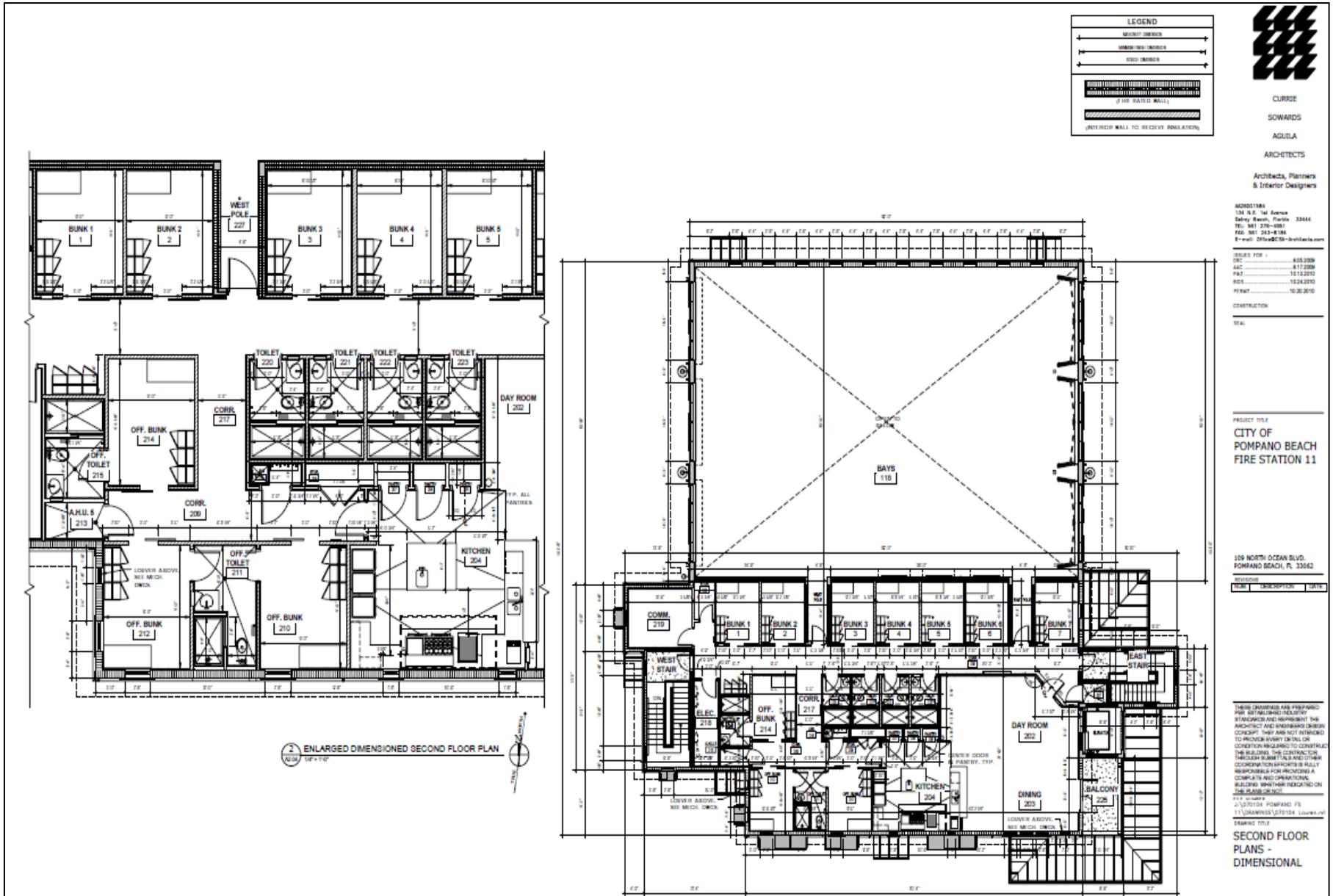
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11 DRAWINGS\070104 Layout.rvt

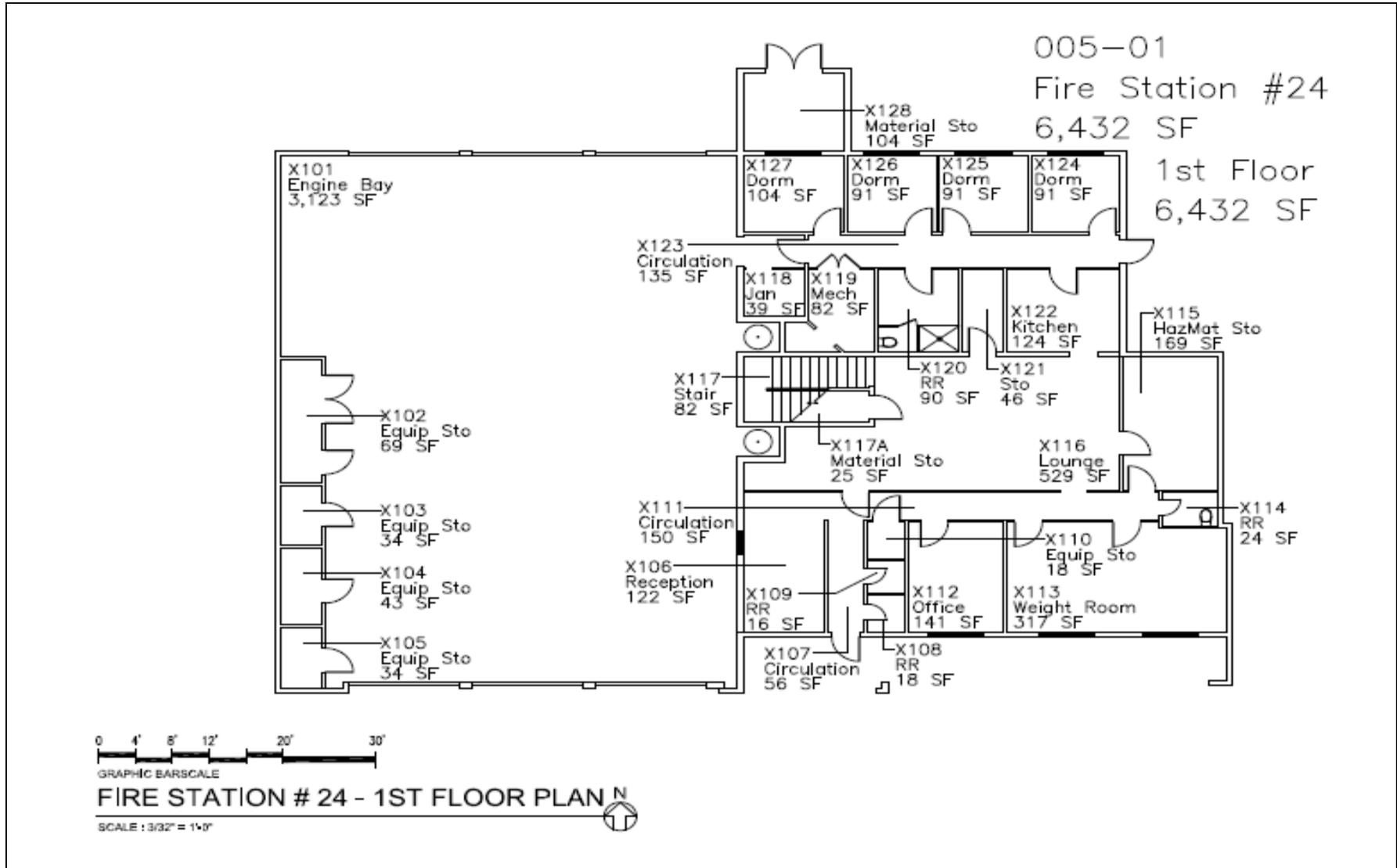
DRAWING TITLE
FIRST FLOOR PLANS - DIMENSIONAL

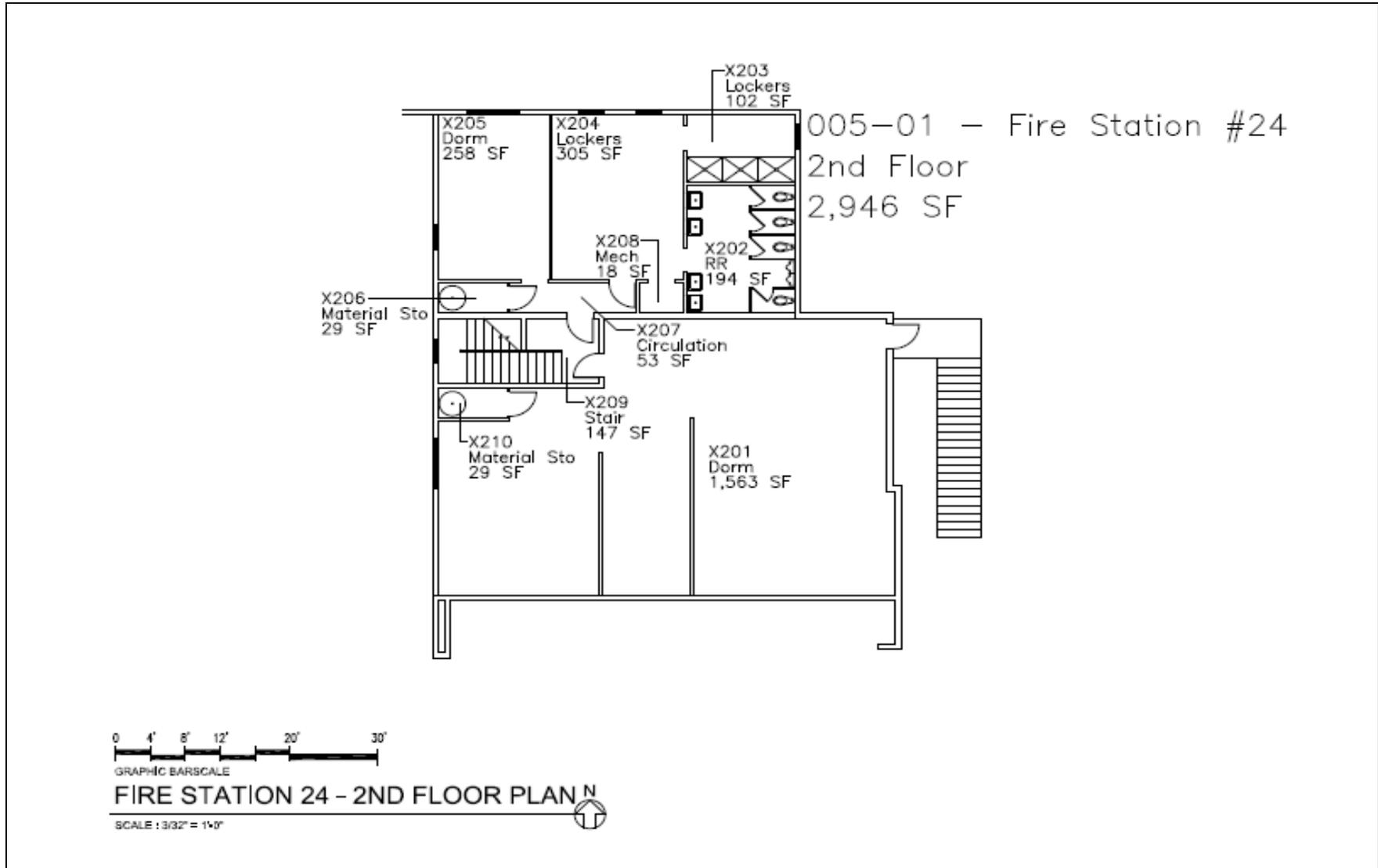
DATE
10.20.2010

DRAWN BY
Author

JOB NUMBER
070104

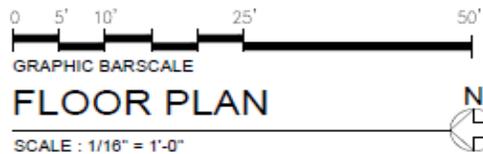
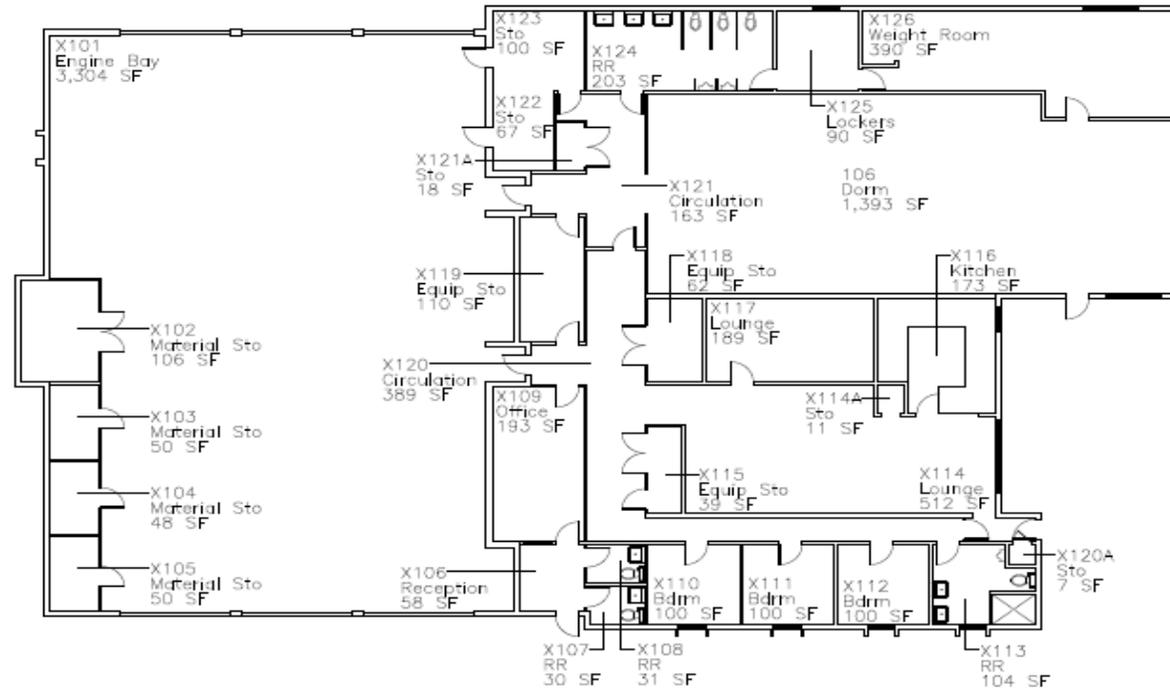


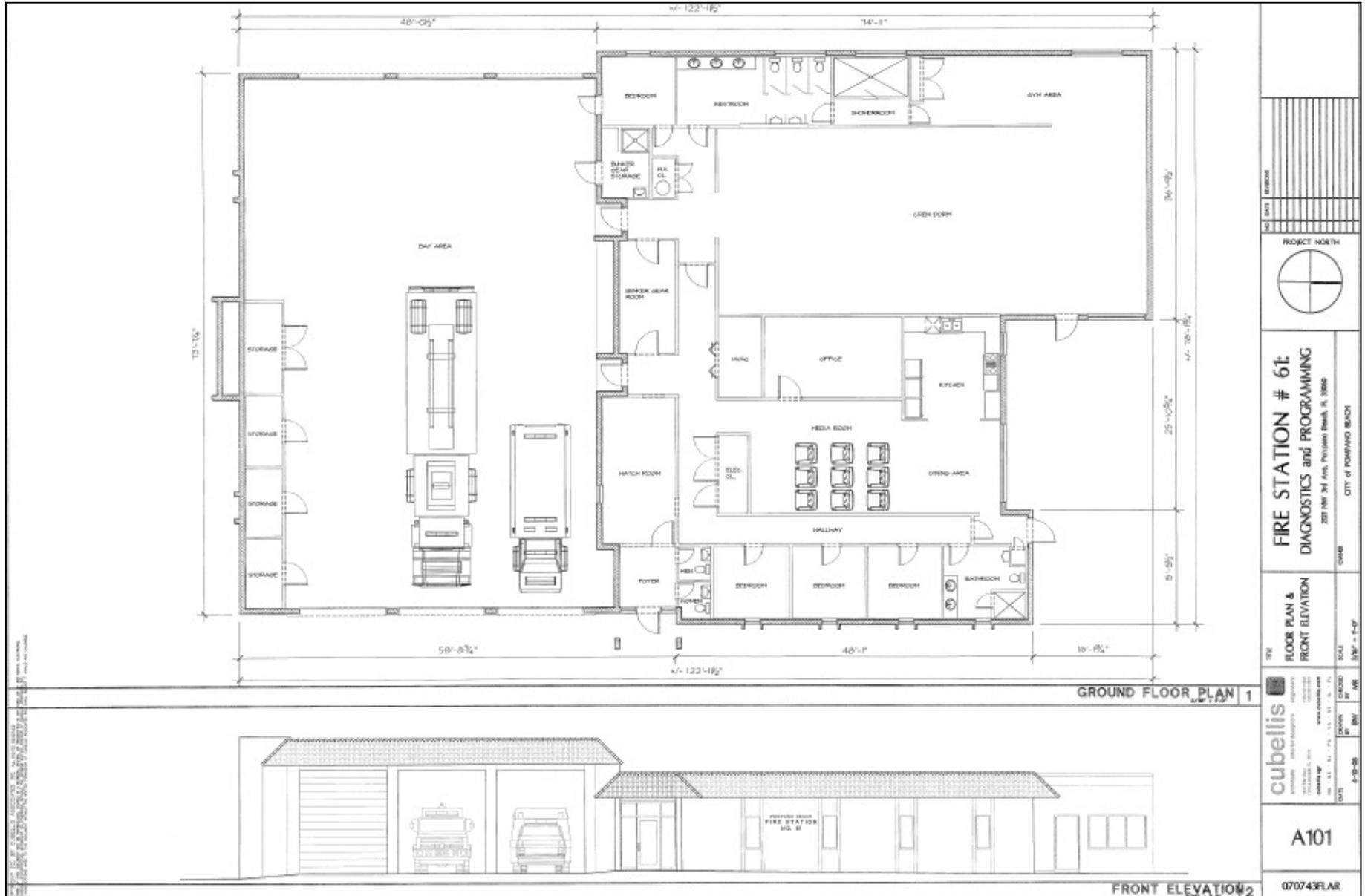


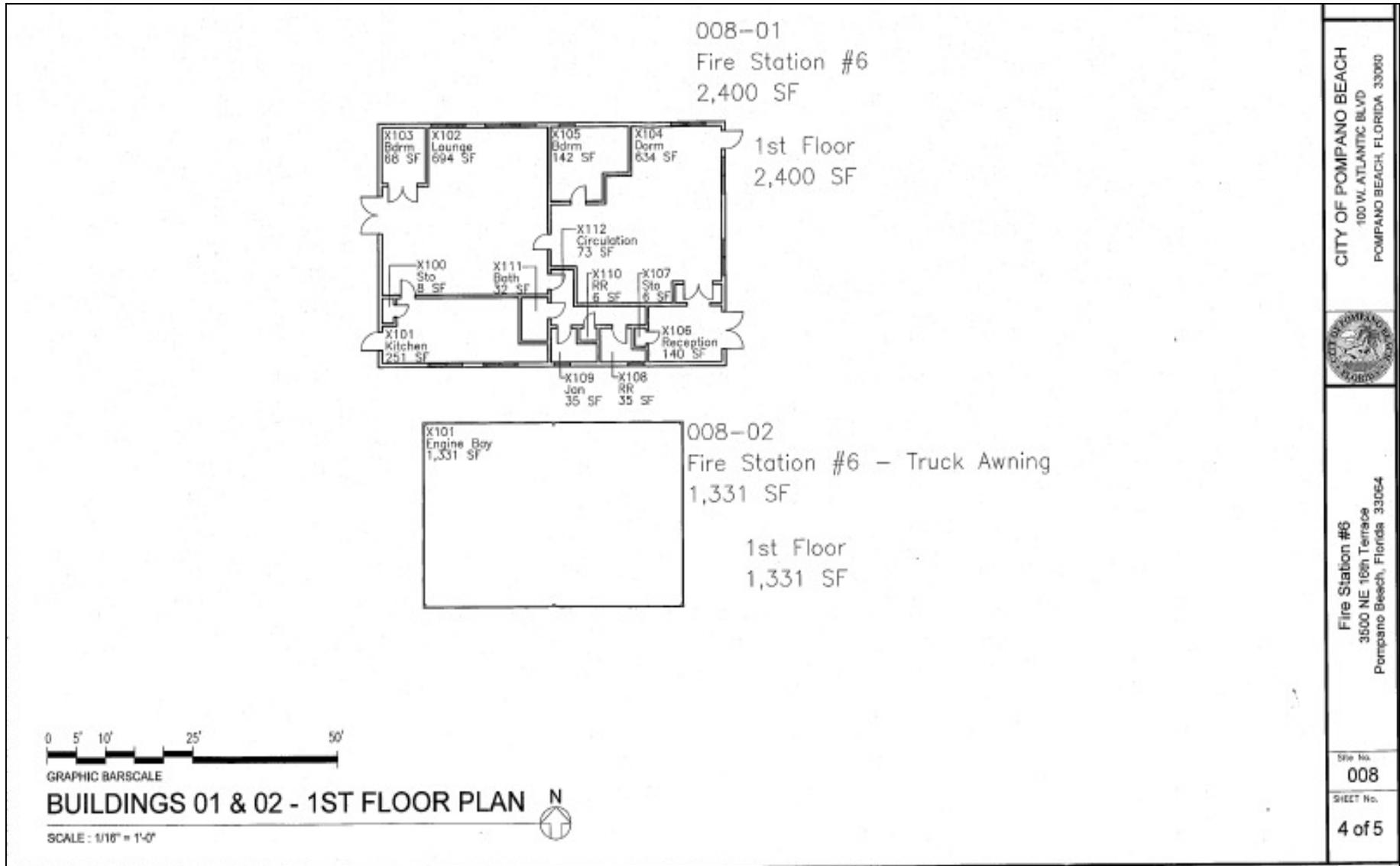


006-01
Fire Station #52
8,750 SF

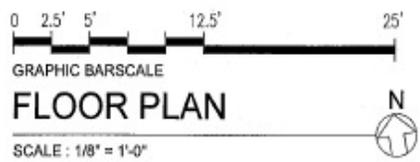
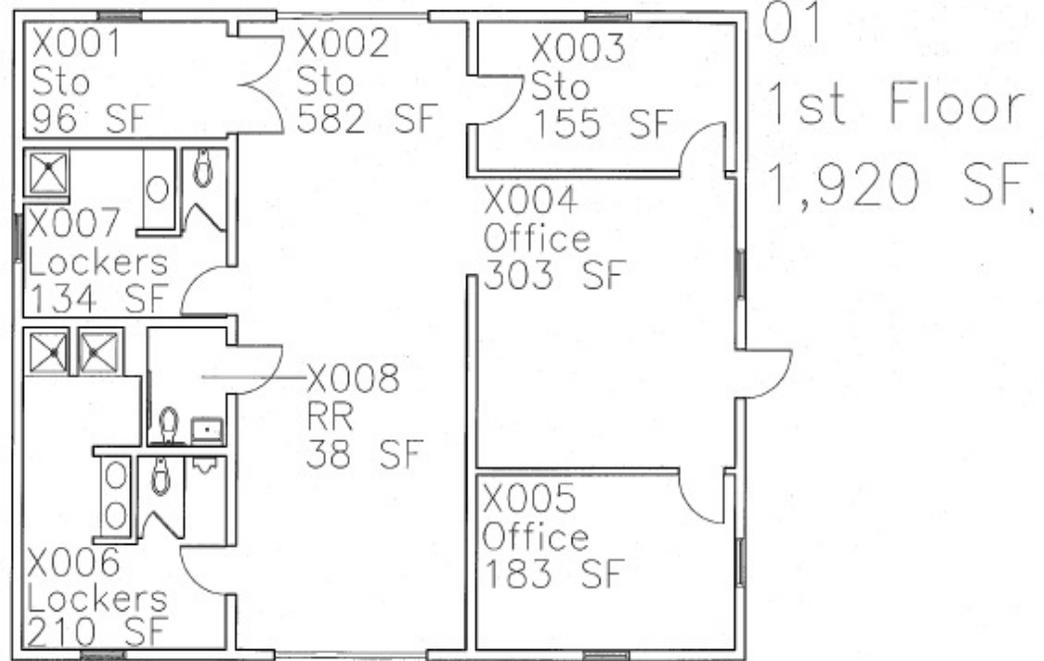
1st Floor
8,750 SF





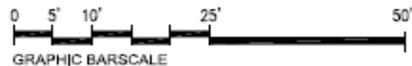
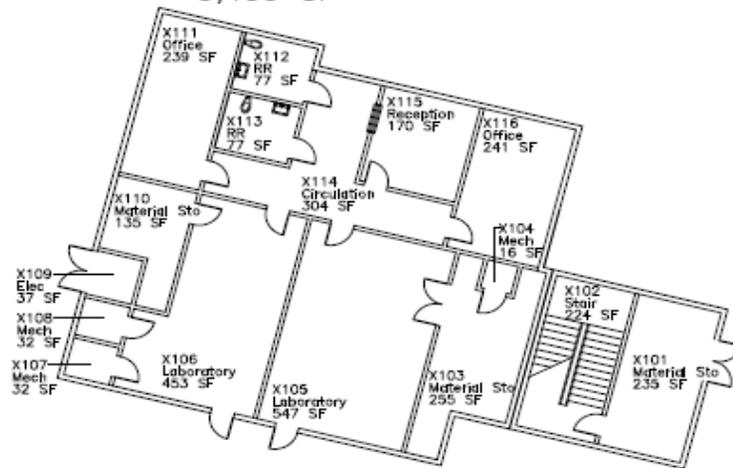


021-01
Aquatics Beach Life Guard Building
1,920 SF



CITY OF POMPANO BEACH 100 W. ATLANTIC BLVD POMPANO BEACH, FLORIDA 33060	
Aquatics Beach 10 N Pompano Beach Blvd Pompano Beach, Florida 33062	
Site No.	021
SHEET No.	4 of 4

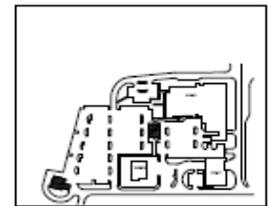
003-02
Fire Training Offices Tower Contents
3,433 SF
1st Floor
3,433 SF



GRAPHIC BARSCALE

TRAINING TOWER - 1ST FLOOR PLAN

SCALE: 1/16" = 1'-0"



KEY PLAN
NOT TO SCALE

STATEMENT OF NO RESPONSE
BID: W-42-12
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-42-12.

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