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

BID W-45-12
Community Park Aquatics Center Locker Room Improvements

July 24, 2012

The City of Pompano Beach is currently soliciting bids for the purchase and installation of lockers at the Aquatics Center. Sealed bids will be received until 2:00 p.m. (local), August 22, 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.

A **Highly Recommended** Site Visit will be held on August 10, 2012, from 10:00 a.m. to 10:30 a.m. (local) at the, Parks & Recreation Department, Community Park Aquatics Center, 820 NE 18th Avenue, Pompano Beach, Fl. 33064.

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 a contract to furnish and installation of lockers for the men's and women's locker rooms at the Community Park Aquatics Center.

B. Basis of Award

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

C. Pricing

All prices bid shall be F.O.B. destination/delivered to Community Park Aquatics Center, 820 NE 18th Avenue, Pompano Beach, Fl. 33064.

D. Quantities

Specified quantities of each item required are stated in this bid solicitation. Bidders are to indicate if they will honor the prices bid for additional purchases of the specified equipment. No warranty or guarantee is given or implied that the City will purchase quantities other than those stated in this solicitation.

E. Delivery

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

F. 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. Addenda will be posted to the City's website.

G. 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.

H. 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.

I. **Detailed Specifications**

Project Location: Community Park Aquatic Center Locker Room Improvements
820 NE 18th Avenue, Pompano Beach, FL 33064

Project Description: Aquatics Center Men's & Women's Locker Room Improvements. The work includes the following scopes-of-work in accordance with the plans and specs: 1) furnish and install new two-tier 72" solid plastic lockers with mesh doors; 2) furnish and install ADA compliant solid plastic benches; 3) furnish and install ADA compliant grab bars; and 4) furnish and install stainless steel coat hooks.

1. Proposals to include your phase of work as a complete package without exceptions to provide a fully functioning assembly or system.

2. A site visit is required by the contractor to verify existing site conditions that many affect the scope-of-work.

3. Compliance with all state and local codes, laws and ordinances, including but not limited to City of Pompano Beach Building Department, and the latest amendments to these codes is mandatory.

4. Contractor shall supply daily clean-up of all trash generated by this scope-of-work, including all removal from the site.

5. Contractor shall provide all hoisting, off-loading and stocking of materials.

6. Contractor shall provide all permits & licenses.

7. All mounting heights shall comply with Americans with Disabilities (ADA) requirements including all federal, state, and local requirements.

8. Contractor shall submit shop drawings and/or cut sheets for approval prior to fabrication order.

9. Contractor understands that time is of the essence and hereby agrees to furnish and install all items required by this subcontract in accordance with the construction schedule as prepared by the City of Pompano Beach.

10. Contractor shall protect the materials during transit and installation to prevent deterioration, damage and soiling.

11. Freight and delivery charges are included.

12. Standard colors are to be as selected by the City of Pompano Beach.

Locker Specifications:

Locker Sizes & Style:
1. 12" Wide
2. 12” Deep
3. Nominal 72" Tall
4. Double Tier
5. Flat top

Doors and Frames: Constructed of ½" thick High Density Polyethylene (HDPE) with homogeneous color and a matte finish texture. Frames are welded to locker box to provide a secure, rigid assembly. Doors are full panel ventilated mesh.

Sides, Tops, Bottoms, Dividers and Shelves: Constructed of 3⁄8 "thick white HDPE with a smooth finish. Sides and back of box are formed from a single sheet of HDPE with fused corners. Top, bottom and dividers are welded to frame without metal fasteners or dovetail joints.

Latch Bar: Full-length latch bar is constructed of ½" thick High Density Polyethylene (HDPE) with a matte finish texture and runs entire length of door, providing a continuous security latching system. Latch lifts up to open and returns to closed position after door is closed. Latch bar is secured to locker door with stainless steel security torx-head shoulder screws.

Hinge: Heavy-duty, full-length piano hinge is constructed of 18 gauge, type 304 stainless steel. Hinge wraps around edges of the door and the frame and is secured with stainless steel security torx-head screws. Hinge is powder coated to match locker color and is field replaceable.

Handle: Constructed of injection molded plastic. Ergonomically designed handle is ADA compliant — operates with less than 5 lbs. of force. Handle is secured through latch bar to door with stainless steel security torx-head screws.

Hasp: Constructed of 12 gauge stainless steel. It accepts standard padlocks with 9⁄32" diameter (nominal). It is secured to door behind latch bar with stainless steel screws.

Coat Hook: Double hook constructed of black polycarbonate. Hook hangs centered under locker top in two-tier lockers. Secured to shelves and tops with stainless steel screws.

Flat Top: Constructed of ½" thick HDPE with homogeneous color and a matte finish texture. Include stainless steel hardware as required.

End Panels: Constructed of 3⁄8" thick HDPE with homogeneous color and a matte finish texture. End panels cover white locker sides on exposed ends. Install properly so that the top edge of the end panel is exposed, sitting flush with the finished locker top. All necessary hardware included.

Mesh Doors: Standard locker doors are machined with cross-hatch pattern to provide ventilation for locker contents.

Fillers (as required): Constructed of ½" thick HDPE secured to 3⁄8" thick HDPE angle bracket. Filler is attached through the inside of an end or corner locker to fill gaps between lockers and a wall or another locker in a corner. All necessary hardware included.

Logos: Handicap logo is machined into the locker door on lockers indicated in plan.

SUBMITTALS: Submit shop Drawings showing individual locker construction, overall dimensions, including installation instructions shall be submitted.

PRODUCT HANDLING: Store locker components flat until assembly. Protect all finishes from soiling and damage during handling.

WARRANTY: Locker manufacturer shall warranty the lockers for a period of 20 years against rust, delamination or breakage of any of the plastic components under normal use.

FABRICATION:

1. Fabricate locker components, square and rigid with a finish free from scratches and chips.

2. Solid plastic locker box shall be fabricated from a single sheet of HDPE plastic with corners fused together. Box top, bottom, shelves and frame shall be welded to box assembly. Unit shall have no exposed metal fasteners or dovetail joints.

3. Hinge shall be attached to door and frame with vandal-resistant double threaded stainless steel screws designed specifically for plastic applications. Hinge system shall allow for easy field replacement of doors.

4. Lockers shall be shipped fully assembled as single lockers.

EXECUTION:

1. Install lockers at location shown in accordance with the manufacturer's instructions for plumb level, rigid and flush instructions.

2. Anchor the units to the wall studs through the locker back and to the floor using #8 pan head wood screws. Lockers are joined side by side with fasteners. Provide appropriate backing in the wall as necessary.

3. Lockers are installed on existing concrete base. Hardware and instructions for provided by manufacturer; base provided by others.

J. 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.

	Type of Insurance	LIMITS OF LIABILITY	each occurrence	aggregate
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		
XX	contractual insurance	property damage		
XX	broad form property damage	combined		
		_____	_____	
XX	independent contractors			
XX	personal injury	personal injury		
AUTOMOBILE LIABILITY		***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
		bodily injury (each person)		
XX	comprehensive form	bodily injury (each accident)		
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.

K. Questions And Communication

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

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the form furnished by the City.

1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.

1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.

1.4. Your sealed bid envelope should show the following information:

1.4.1. Your return mailing address in the upper left-hand corner.

1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.

1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: Locker Room Improvements".

1.5. Use the following address for delivery of bids:

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

1.6. Late bids will not be considered and will be returned unopened.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

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

3. Signature Required

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

4. Prices to be Firm

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

5. Extensions

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

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.

6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Signed Bid Considered an Offer

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

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

8. Quality

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

9. Brand Names

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

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

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

12. Acceptance of Materials

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

13. Manufacturers' Certifications

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

14. Copyrights and Patent Rights

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

15. Laws and Regulations

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

16. Taxes

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

17. Conflict of Instructions

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

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

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

20. Retention of Records and Right to Access Clause

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

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

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

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

and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City’s website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

33. Invoicing/Payment

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

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

Bidder Name _____

SECTION III - PROPOSAL

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

Aquatic Center Men's & Women's Locker Room Improvements

Item	Description	Unit	Qty	Unit Price	Total
1	Furnish and Install for New Two-Tier Solid Plastic Lockers and Wall Mounted Stainless Steel Coat Hooks (Excluding ADA Compliant Lockers, Benches, and Grab Bars - SEE ITEM 2)	LS	1	$_____	$_____
2	Furnish and Install for (4) ea., Bottom-Tier ADA Compliant Lockers; (2) ea. ADA Compliant Plastic Benches 42" wide x 20" deep, and (2) ea. 1 1/2 diameter "L" Shaped 36" x 36" Grab Bars	LS	1	$_____	$_____
3	Indemnification				$10.00
	TOTAL				**$**_____

Grand Total in words: _____

State manufacturer/model bid: _____
(Include complete descriptive literature with your bid)

A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

State location for obtaining parts and service during and after the warranty period:

Company: _____
Address: _____
_____
Phone: _____
Contact: _____

Delivery time after receipt of order _____ calendar days.

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

_____ Yes _____ No

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? Yes _____ No _____

State the time period applicable for such additional purchases: _____

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

No ___ Yes ___ Name & position _____

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

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

Is your company a Small Business Enterprise? (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: .....

Email: .....

Bidder Name _____

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer: .....

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

Signer's name (typed or printed): .....

Title of signer: .....

*** Furnish information in spaces provided, pages 3-13.

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

*** Submit copy of the manufacturers warranty.

Bidder Name _____

STATEMENT OF NO RESPONSE
Furnish and Install Lockers

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 _____