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

# REQUEST FOR QUOTATION #Q-13-026B
# REPLACEMENT COMPRESSOR, CONTACTOR & TRANSFORMER FOR SCHOOL CHILLER

April 16, 2013

The City of Pompano Beach is currently soliciting quotations to furnish and install replacement compressor, contactor & transformer Chiller at the Recreation Preschool.

Quotations will be received until 2:00 p.m. (local), April 23, 2013 in the Purchasing office. Quotations may be submitted by U.S.P.S. or physical delivery to the Purchasing office at 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida 33060, or by fax to (954) 786-4168, or by email to purchasing@copbfl.com.

If you need any additional information regarding this request for quotation, please contact Jose Beltran, Purchasing Agent, at (954) 786-4098.

## SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this request for quotation is to furnish and install replacement Copeland compressor M# ZR16M3ETWD722, contactor & transformer for Chiller at the Recreation Preschool.

B. Basis of Award

Award will be made to the lowest responsive, responsible bidder.

C. Delivery/Completion

The City seeks a source of supply that will provide accurate and timely delivery/completion. Delivery/completion schedules must be adhered to by the awarded bidder. Bidders are to state the completion time in their proposal. If, in the opinion of the General Services Director, the successful bidder fails 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.

The successful bidder will to furnish and install one (1) replacement Copeland compressor M# ZR16M3ETWD722, contactor & transformer for Chiller at the Recreation Preschool located at 1401 NE 4th Street Pompano Beach, FL 33060.

D. Insurance Requirements

The vendor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

a. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. 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. Public Liability Insurance

1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below.

**LIMITS OF LIABILITY**

| Type of Insurance | each occurrence | aggregate | 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<br>XX owned<br>XX hired<br>XX non-owned | bodily injury<br>(each accident)<br>property damage<br>bodily injury and<br>property damage<br>combined | |

---

**REAL & PERSONAL PROPERTY**

| | | |
|---|---|---|
| XX comprehensive form | Organization must show proof they have this coverage. | |

---

**EXCESS LIABILITY**

| | | |
|---|---|---|
| __ umbrella form<br>__ other than umbrella | bodily injury and<br>property damage<br>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.

E. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Quoters, however, it shall be the responsibility of each Quoter, prior to submitting their quotation, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

F. Permits and Fees

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated. Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

| FEE OR PERMIT | CITY DEPARTMENT | COST (SET FEE OR PERCENT OF PROJECT AMOUNT) |
|---|---|---|
| All construction within City right-of-way | Engineering | Waived |
| All utilities tie-ins to City water, sewers, and drainage | Engineering | Waived |
| Paving | Engineering | Waived |
| Fire plan review for new construction, additions and | Building Inspection | See City Code of Ordinances 95.14 |

| | | |
|---|---|---|
| alterations | | |
| Fire alarm and fire sprinkler plan review (new installations) | Fire Plan Review | See City Code of Ordinances 95.14 |
| Fire hydrant flow test | Fire Plan Review | See City Code of Ordinances 95.14 |
| Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach) | Zoning | See City Code of Ordinances |
| Site plan review | Zoning | See City Code of Ordinances |
| Rezoning | Zoning | See City Code of Ordinances |
| Variance | Zoning | See City Code of Ordinances |
| Tree Permit application fee | Zoning | See Zoning Code/City Code of Ordinances |
| Landscape reinspection fee | Zoning | See Zoning Code/City Code of Ordinances |
| Capital recovery fees | Customer Service | See City Code of Ordinances 50.13 and 51.11 |
| Tapping fee | Customer Service | See City Code of Ordinances |
| Deposits (water bill) | Customer Service | Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.) |
| Administrative fee | Customer Service | See City Code of Ordinances |
| Building permit | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Building Reinspection fee | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Certificate of occupancy | Building Inspection | See Bldg Fee Schedule/City Code of Ordinances |
| Lien law | Building Inspection | $5.00 |
| Surcharge Bwd. Cty. Bd. of Rules & Appeals | Building Inspection | $0.60 per $1,000 valuation |
| Surcharge Fla. Statute 553.721 | Building Inspection | 1.5% of permit fees, minimum $2.00 |
| Surcharge Fla. Statute 468.631 | Building Inspection | 1.5% of permit fees, minimum $2.00 |

G. Detail Specifications

1. **Job Site/Inspection**

The project address is: Recreation Preschool located at 1401 NE 4th Street Pompano Beach, FL 33060.

2. **Work Required**

Furnish, labor, equipment, tools, materials and installation replacement compressor, contactor & transformer for School Chiller, all in compliance with existing applicable building codes, and as specified herein.

The Scope of Work consists of the following:

a. Furnish and install replacement Copeland compressor M# ZR16M3ETWD722, contactor & transformer :

Reclaim refrigerant from existing unit as required by EPA regulations.
Remove existing failed compressor and dispose of in an approved manner.
Install new compressor
Install new retro fit
Install new compressor contactor

Install new transformer
Install new 48CI liquid line core drier
Welding supplies
Nitrogen check all solder connections
Vacuum system to remove moisture
Install ne Freon 22
Start up and check sequence of operation
Labor
Work to be performed Monday through Friday between the hours of 7:00 am & 5:00 pm
One (1) years part warranty on the compressor, contactor and transformer.
30 day labor warranty

b. Bidder is responsible for obtaining all applicable permits before commencement of work.

c. Bidder is responsible for removal and disposal of all debris, and restoring the job site to original.

d. All work must be performed with professionalism and according to industry standards.

e. Payment will not be made until entire job is completed and acceptable to the City, including all necessary building inspections and clean-up of the job site.

H. 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 Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

Bidder Name _____

## SECTION II - PROPOSAL

IMPORTANT!!! – QUOTATION MUST BE SIGNED FOR QUOTE TO BE CONSIDERED, PER GENERAL CONDITIONS SECTION 3

| Item | Description | Quantity | Unit | Amount |
|---|---|---|---|---|
| 1. | Furnish and install replacement Copeland compressor M# ZR16M3ETWD722, contactor & transformer for Chiller at the Recreation Preschool located at 1401 NE 4th Street Pompano Beach, FL 33060. | 1 | EA | $_____ |
| | GRAND TOTAL | | | $_____ |

Delivery time after receipt of order _____ calendar days.

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

No ___ Yes ___ Name & position _____

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

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

Name & address of company submitting bid:

.....

.....

..... zip .....

Federal Employer Identification #: .....

Telephone number: ……Fax number: …….

Email…….

Manual signature of company officer: .....

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

Signer's name (typed or printed): .....
Title of signer:

# SECTION III - GENERAL CONDITIONS

1. Submission and Receipt of Bids/Quotes

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

1.2. Bids/Quotes 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/Quotes.

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: _____".

1.5. Use the following address for delivery of Bids/Quotes:

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

1.6. Late Bids/Quotes will not be considered and will be returned unopened.

1.7. Bids/Quotes 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/Quotes 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/QUOTES 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/Quotes may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids/Quotes may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

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

6. Delivery

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

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid 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/Quotes 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/Quotes 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/Quotes or parts of Bids/Quotes, to waive irregularities and technicalities, and to request re-Bids/Quotes. 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/Quotes 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/Quotes

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/Quotes 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/Quotes 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

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.

Bidder Name _____

# STATEMENT OF NO RESPONSE

## Q-13-026B - REPLACEMENT COMPRESSOR, CONTACTOR & TRANSFORMER FOR SCHOOL CHILLER

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 _____