City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
954-786-4098 Office • 954-786-4168 Fax

REQUEST FOR QUOTATION #Q-13-027T
"DEMOLITION OF UNSAFE STRUCTURES"
3060 N.W. 3RD STREET
POMPANO BEACH, FL 33069

April 16, 2013

The City of Pompano Beach is currently accepting quotes for the demolition of an unsafe structure as per attached specifications.

Scope of work includes, but is not limited to completely demolish one (1) Single family, masonry structure, (approximately 1,081 square feet),.Remove all debris from the site. Demolition includes foundation and septic tank removal and/or capping of sewer line. Grade disturbed area of site upon completion.

All blanks on the form are to be filled in, and all pages are to be returned to the Purchasing Office in order for your quote to be considered. The quote must be signed on the appropriate line and dated. Award will be based on the Total Price Bid.

Quotations will be received until 5:00 p.m. (local), **May 1, 2013** in the Purchasing Office at 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060.

Quotations transmitted by facsimile will be accepted. The Purchasing Office fax number is (954) 786-4168.

You may also email your quotation to purchasing@copbfl.com.

Please telephone Purchasing (954) 786-4098 to confirm your fax or email was received.

If you need any additional information regarding this Request for Quotation, please contact Tammy Thompkins, Buyer, as stated above.

QUOTATION #Q-13-027T
"DEMOLITION OF UNSAFE STRUCTURES"
STANDARD SPECIFICATIONS

A. **Intent**

The intent of this bid is to demolish the structure named on the quotation request to comply with the provisions of Section **116.10** of the Florida Building Code, Broward County Administrative Provisions.

The City reserves the right to cancel any or all portions of the requested services if funding is not sufficient to cover expenses, does not become available, or if the City Commission for any reason elects to revoke the funds.

B. **Basis of Award**

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

C. **Pricing**

Price bid shall include all charges for labor, materials, equipment, warranties and insurance(s).

D. **Permits**

Contractor shall be responsible for obtaining ALL the necessary permits and mandatory inspections.

Applications for demolition permits must be accompanied by the *Statement of Responsibilities Regarding Asbestos Form* from Broward County Department of Planning and Environmental Protection. The current associated fee of $250.00 for demolitions must be paid by contractor to this agency.

Demolition permit(s) required from the City of Pompano Beach, Building Inspections Division will include: Demolition, Electrical, Plumbing, Mechanical and Tree Protection disciplines. The Cost of required Building Permits will be computed based on the fee schedule in effect at the time of the bid. Current fees are as follows:

1. **Demolition Permit:**
   a. Permit Fee = Total Job Cost x 2.6% ($50.00 minimum)
   b. Plan Examination Fee = $0.60 per $1,000.00 or portion thereof.
   c. Board of Rules & Appeals Surcharge = $0.68 per $1,000.00 or portion thereof.
   d. Certification Maintenance Fee = $0.10 per $1,000.00 or portion thereof.
   e. DBPR Surcharge Fee (Plan Review) = Permit Fee (a) x 1.5% ($2.00 minimum).
   f. Lien Law Fee (if job cost is over $2,500.00) = $5.00 flat fee.
   g. State Building Code Adm. Fund = Permit Fee (a) x 1.5% ($2.00 minimum).
   h. State Radon Fee = Permit Fee (a) x 1.5% ($2.00 minimum).

2. **Electrical Permit (if applicable):**
   a. Permit Fee = Total Job Cost x 2.6% ($50.00 minimum)
   b. Plan Examination Fee = $0.60 per $1,000.00 or portion thereof.
   c. Board of Rules & Appeals Surcharge = $0.68 per $1,000.00 or portion thereof.
   d. Certification Maintenance Fee = $0.10 per $1,000.00 or portion thereof.
   e. DBPR Surcharge Fee (Plan Review) = Permit Fee (a) x 1.5% ($2.00 minimum).
   f. State Building Code Adm. Fund = Permit Fee (a) x 1.5% ($2.00 minimum).
   g. State Radon Fee = Permit Fee (a) x 1.5% ($2.00 minimum).
   h.

3. Plumbing Permit (if applicable):

a. Permit Fee = Total Job Cost x 2.6% ($50.00 minimum)
b. Plan Examination Fee = $0.60 per $1,000.00 or portion thereof.
c. Board of Rules & Appeals Surcharge = $0.68 per $1,000.00 or portion thereof.
d. Certification Maintenance Fee = $0.10 per $1,000.00 or portion thereof.
e. DBPR Surcharge Fee (Plan Review) = Permit Fee (a) x 1.5% ($2.00 minimum).
f. State Building Code Adm. Fund = Permit Fee (a) x 1.5% ($2.00 minimum).
g. State Radon Fee = Permit Fee (a) x 1.5% ($2.00 minimum).

4. Mechanical Permit (if applicable):

a. Permit Fee = Total Job Cost x 2.6% ($50.00 minimum)
b. Plan Examination Fee = $0.60 per $1,000.00 or portion thereof.
c. Board of Rules & Appeals Surcharge = $0.68 per $1,000.00 or portion thereof.
d. Certification Maintenance Fee = $0.10 per $1,000.00 or portion thereof.
e. DBPR Surcharge Fee (Plan Review) = Permit Fee (a) x 1.5% ($2.00 minimum).
f. State Building Code Adm. Fund = Permit Fee (a) x 1.5% ($2.00 minimum).
g. State Radon Fee = Permit Fee (a) x 1.5% ($2.00 minimum).

5. Landscape (Tree protection) Permit:

a. Number of trees to be protected x $5.00 per each tree = $ (this should be added to item (b)
b. Base Permit Fee = $25.00

Note: Permit fees are subject to change without notice, please contact the Building Inspections Division for most current fees or if any assistance is needed.

E. **Completion Time**

Bidders are to provide a schedule of work (CPM or Pert) with bid submittal; where the number of calendar days after receipt of an order required for completion of the demolition (in no instance shall exceed 30 days) must be stated. The City seeks a contractor who will provide accurate and timely completion. Completion schedules must be adhered to by the awarded bidder. If, in the opinion of the General Services Director and/or the Building Code Compliance Officer and/or the Building Official, the successful bidder fails at any time to meet the requirements herein, including the completion requirements, then the contract may be cancelled upon written notice and the contractor held in default.

F. **Payment**

Final inspection by the Building Code Compliance Officer of the involved contracted work shall constitute the City's acceptance. Payment will be made only upon completion of job and all required mandatory inspections in addition to the previously noted final inspection.

G. **Detail Specifications**

1. All bidders, prior to submitting their bid, shall make an inspection of the site. By submitting a bid, you are acknowledging that you have inspected the site, and have a complete plan for the work.

2. Qualifications of Bidders

Contractor in charge of the project must:

a. Have demonstrated experience and be regularly engaged in providing this type of service and be qualified as required by the State of Florida or Broward County Licensing Board.

b. Must register with the contractor's license with the City of Pompano Beach, Business Tax Division.

c. Be available to provide the services within thirty (30) calendar days following bid award.

d. Submit copies of current valid/active Contractors license, Liability and Worker's Compensation insurances, ALL shall be in the name of the provided bidder as specified herein.

3. Demolition

Contractor shall be responsible for completion of the following activities and specifications.

a. All demolition work will be accomplished in accordance with the 2010 Edition of the Florida Building Code, Section 3303.4 and the City of Pompano Beach, Code of Ordinances, Section 155.127 (c)(7).

b. Obtain all necessary permits and mandatory inspections including procurement and submittal of the required FPL & TECO Gas Clearance/Termination of SERVICE LETTERS.

c. Contractor shall contact Sunshine One Call (811) for utilities locating of the lines, pipes and cables; and a copy of the location ticket with all results to be supplied to the Building Code Compliance Officer prior to starting the demolition process

d. Disconnect, remove and properly cap-off ALL utilities to building. Electric service shall be disconnected from the building(s) and pole, or underground service removed (not to be confused with a turn-off or removal of meter.)

All required inspections for ALL utilities capping, shall be requested and approved as per permit requirements prior to the of Demolition.

e. Completely remove the building, including foundations, stem wall footers, monolithic footers, grade beams auger or pre-cast piles (24" below pile cap/grade beams level), and/or any other type of footings, from the site.

f. Pump out, remove lids and fill septic tanks with clean sand. It is also acceptable after pumping out septic tank, to completely remove septic tank in lieu of filling up the tank.

g. Site Restoration: All asphalt, concrete, pavers, rock and other non-natural materials shall be removed and the area refilled with clean soil, leveled to the existing grade; also shall be left in "mowable " condition, prior to the installation of a drought resistant sod at all disturbed and/or exposed areas.

h. Leave the site cleared of all rubbish and debris prior to final inspections.

i. Return one (1) copy of the dumping records to the Building Code Compliance Officer prior to the final inspection.

j. Contractor to provide "before start" and "after completion" pictures of the site a minimum of four (4) photos of the site, taken at each phase of work and provided to the Building Code Compliance Officer at the time of final inspection.

4. Salvage

All salvage material and the contents of the building(s) shall become the property of the successful bidder. It is assumed an allowance has been made in the bid price for the anticipated value of such material.

H. **Insurance Certificates**

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

Submit with your bid either (1) proof of "active" contractor registration with the City of Pompano Beach Business Tax Division, or (2) provide insurance certificate(s) with current coverage as required by this bid (including naming the City of Pompano Beach as an additional insured.) If you do not provide the required insurance certificate(s) with your bid you must do so within five days after notice of bid award.

All certificates of insurance and/or policies, shall be in the name of the company submitting bid.

The following insurance(s) 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/subcontractors and for any injury sustained by such employees/subcontractors in the course of their employment/work performance.

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; ***THIS REQUIREMENT IS TO BE PROVIDED WITHIN FIVE (5) DAYS AFTER BID AWARD.***

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

LIMITS OF LIABILITY

Type of Insurance:			each occurrence	aggregate
PUBLIC LIABILITY				
XXXX	comprehensive form premises - operations	bodily injury	$1,000,000.	$1,000,000.
XXXX	explosion & collapse hazard		$ 1,000,000.	$ 1,000,000.
XXXX	underground hazard	Property damage	$ 1,000,000.	$ 1,000,000.
	products (if items are sold) contractual insurance liquor legal (if items are sold) combined	-- or -- bodily injury and property damage	$1,000,000.	$1,000,000.
XXXX	independent contractors personal injury	personal injury	$ 1,000,000.	$ 1,000,000.

AUTOMOBILE LIABILITY				
XXXX	comprehensive form	bodily injury (each person)	$1,000,000.	$1,000,000.
		bodily injury (each accident)	$1,000,000.	$1,000,000.
XXXX	owned hired	property damage -- or -- bodily injury and	$1,000,000.	$1,000,000.
XXXX	non-owned	property damage combined	$1,000,000.	$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The bidder shall furnish to the City the certification or proof of current insurance required by the provisions set forth above at time of bid submittal or provide proof of "active" contractor registration in the City of Pompano Beach Business Tax Division.

Any questions as to the intent or meaning of any part of the required insurance coverage should be directed to the Risk Manager at (954) 786-4635.

QUOTATION #Q-13-027T
"DEMOLITION OF UNSAFE STRUCTURE"
BID PROPOSAL

IMPORTANT!!! – QUOTE MUST BE SIGNED FOR BID TO BE CONSIDERED, PER GENERAL CONDITIONS

Furnish all tools, materials, labor, equipment, permits and any other incidentals required for the complete demolition of the following unsafe structure, in complete compliance with the bid specifications, terms and conditions:

LEGAL	33-48-42 W 50 OF E 385 OF N1/3 OF S3/5 OF NE1/4 OF SW1/4 OF SW1/4 LESS N 25 FOR ST AKA 1078 CC
FOLIO	8233 04 7010
A.K.A	3060 N.W. 3RD STREET, POMPANO BEACH, FL, 33069
OWNER	CAMPBELL, LEROY & CAMPBELL, MONICA

TOTAL BID PRICE: $ _____

Completion time after receipt of purchase order _____ calendar days (No more than 30 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: 23

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

Name & address of company submitting quotation:

.....

.....

.....

Telephone #: …… Fax #: ……...…… E-mail: ……..……...……..…

Mobile Phone: ..... Other: .....

Federal Employer Identification # or Social Security #…….....

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: .....

Broward County Business Tax Receipt # .....

Expires: .....

City of Pompano Beach Business Tax Receipt # .....

Expires: .....
(Only required if business address is in the City of Pompano Beach.)

Certificate of Competency #: .....

Expires: .....

State Registration #: .....

Expires: .....

With your bid, include the work schedule:

(CPM or Pert) as required by Request for Quotation section E. Completion Time.

With your bid, include either:

proof of "active" contractor registration with the City of Pompano Beach Business Tax Division, as required by Request for Quotation section H. Insurance Certificates
-- OR –

include a certificate of insurance, issued for the company named as the bidder, with coverage limits specified herein, naming the City of Pompano Beach as an additional insured, as required by Request for Quotation section H. Insurance Certificates

CITY OF POMPANO BEACH
REQUEST FOR QUOTATION -- 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. Quotes may be transmitted by email to purchasing@copbfl.com or facsimile to (954) 786-4168.

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

All expenses associated with the preparation and/or presentation and submission of Bids/Quotes 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.

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Invitation for Bid

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____