



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

**REQUEST FOR QUOTATION #Q-13-035H
PEST CONTROL SERVICES**

May 30, 2013

The City of Pompano Beach is currently soliciting quotations to establish an annual contract for pest control service at specified City facilities.

Quotations will be received until 2:00 p.m. (local), June 20, 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 Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this request for quotation is to establish an annual contract for pest control service as specified herein.

B. Contract Period

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

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Bid Items/Grouping

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

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

D. Basis Of Award

Award will be made to the lowest responsive, responsible bidder based on the Total per Month.

E. Pricing

Pricing is to be furnished for monthly service per location. Pricing shall also be quoted per each for bait boxes/refills, however, these items will be ordered only if needed.

F. 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.

G. Detailed Specifications

1. This contract consists of furnishing all labor, materials, supervision and necessary tools and equipment to perform pest control services to ensure pest free facilities citywide on a monthly basis.
2. The contractor shall spray the interior and perimeter of the buildings for the prevention and/or elimination of insects that include, but are not limited to, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, and all other common insects. Perimeter services shall include, but not limited to, around base of the buildings and windowsills.
3. The contractor shall furnish and install bait boxes and refills for rodents (rats and mice) in the interior and exterior of the facilities as needed upon request of the City.

4. The contractor shall provide free call-back service or re-treatment, at no additional cost to the City, all inclusive on a monthly basis, (if required) to maintain a pest free environment. The contractor shall provide the call-back service within 24 hours of notice from the City. When called back for re-treatment, the facility shall be inspected and treated only for the problem that exists. This treatment will not replace the next normal monthly scheduled treatment.
5. The contractor is to perform work at times mutually agreed upon between the using department and the contractor. Recreation facilities, Police facilities, Fire Stations and Water Plant Laboratories may require permission or scheduling arrangements due to various hours of operation, locked, in-use facilities and/or staff presence. When work is complete at each location, contractor must obtain signature of City employee to verify service on the log sheet for monthly recording.
6. The contractor shall provide services Monday – Friday during normal business hours between 8:00am to 5:00pm unless otherwise indicated. The contractor shall provide services Monday – Friday before 8:00am or after 5:00pm of the City normal business hours for the facility locations marked with an asterisk (*) on the bid Proposal form. The contractor shall contact the locations to schedule services for the facility locations with two asterisks (**) on the bid Proposal form.

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

7. The contractor shall have a staffed office available for answering phone calls during normal business hours 8:00a.m – 5:00p.m Monday through Friday. The contractor shall provide the names and telephone numbers of key personnel.
8. The Contractor shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies should be submitted with the bid proposal. All such pesticides must be approved by the City.
9. The contractor shall be able to perform full service without subcontracting any portion of services under this contract.
10. Lawn spraying is not required; the City has an employee to maintain the lawns and ornamental portions for pest control services.

H. Examination Of Facility (Highly Recommended)

Each bidder is required, prior to submitting a Bid Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the service. The bidder is also required to carefully examine the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No plea of ignorance, by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents will be accepted as a basis for varying the requirements of the City or the compensation to the vendor. No additional allowances will be made because of lack of knowledge of these conditions.

The following is a list of locations to be serviced, and the address for each location:

| <u>LOCATION</u> | <u>ADDRESS</u> |
|-----------------------------------|-----------------------------------|
| PUBLIC WORKS ADMIN. | 1201 NE 5th AVENUE |
| PUBLIC WORKS COMPLEX | 1190 NE 3rd AVE, BLDG A/B |
| PURCHASING/ STORES | 1190 NE 3rd AVE, BLDG - C |
| UTILITIES FIELD OPERATIONS | 1201 NE 3rd AVENUE |
| **WATER TREATMENT PLANT | 301 NE 12th STREET |
| GOLF COURSE CLUB HOUSE | 1101 N. FEDERAL HWY |
| TENNIS CENTER | 920 NE 18th AVENUE |
| REC/ ATHLETICS/ GTM/ BREAK ROOM | 1751 and 1701 NE 8th STREET |
| ** MCNAB PARK BLDG | 2250 E. ATLANTIC BLVD |
| ** KESTER PARK CONCESSION STAND | 600 NE 9th AVENUE |
| ** CONCESSION/ 4-FIELD COMPLEX | 1401 NE 8th STREET |
| CIVIC CENTER | 1801 NE 6th STREET |
| AIR PARK TOWER/ADMIN/ETC. | 1001 NE 10th STREET |
| AMPHITHEATER | 1801 NE 6th STREET |
| AQUATIC CENTER | 820 NE 18th STREET |
| BASEBALL COMPLEX | 1701 NE 8th STREET |
| * PRE-SCHOOL (BLDG A & 10 ROOMS) | 1400 NE 4th STREET |
| CEMETERY | 400 SE 4th STREET |
| CITY HALL (4 FLOORS) | 100 W ATLANTIC BLVD |
| COMMISSION CHAMBERS | 100 W ATLANTIC BLVD |
| COMMUNICATION TRANSMITTER | 100 SW 3rd STREET |
| FIRE STATION # 63 (PUBLIC SAFETY) | 120 SW 3rd STREET |
| FIRE STATION # 11 (BEACH) | 3264 NE 3rd STREET |
| FIRE STATION # 24 | 2001 NE 10th STREET |
| FIRE STATION # 52 (PALM AIRE) | 10 SW 27th AVENUE |
| FIRE STATION # 61 | 2121 NW 3rd AVENUE |
| FIRE STATION #103 (CRESTHAVEN) | 3500 NE 16th TERRACE |
| FIRE WAREHOUSE | 3000-6 NW 25 th AVENUE |
| LIFEGUARD STATION (BEACH) | 10 N. POMPANO BEACH BLVD |
| * MCNAIR PARK | 950 NW 27th AVENUE |
| * MITCHELL/MOORE PARK | 901 NW 10th STREET |

| | |
|---------------------------------|-------------------------|
| **POLICE/PUBLIC SAFETY BLDG –A1 | 100 SW 3rd STREET |
| FIRE TRAINING TOWER | 180 SW 3rd STREET |
| **MEMBRANE SOFTENING PLANT | 1205 NE 5th AVENUE |
| SKOLNICK COMMUNITY CENTER | 800 SW 36th AVENUE |
| * NORTH BROWARD PARK | 4400 NE 18th AVENUE |
| * HIGHLANDS PARK | 1650 NE 50th COURT |
| **WATER RE-USE PLANT | 1799 N. FEDERAL HWY |
| LARKINS COMMUNITY CENTER | 520 MARTIN L. KING BLVD |
| **POLICE/ SUB-STATION | 1820 HAMMONDVILLE ROAD |

I. Location Requirements

Contractor shall visit each property or location to inspect, maintain, and/or service the interior and perimeter of the associated facility for pest control service, to include, but not be limited to the following:

- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Offices, Class Rooms, Conference Rooms, Restrooms
- Mechanical Rooms & Utility Areas, Elevators
- Laboratory areas
- Meeting Chambers

J. Service Log

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

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

K. Invoicing And Service Tracking

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

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

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

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

L. Work Acceptance

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

M. Requirements And Use Of Chemicals

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

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

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

N. Accident Prevention And Barricades

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

O. Uniforms

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

P. Legal Holidays

Buildings will be closed to the public on legal holidays observed by the City of Pompano Beach. Contractor shall confirm exact dates of City holidays with the City's contract administrator.

Legal holidays currently observed by the City:

- New Year's Eve and New Year's Day
- Dr. Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day (Fourth of July)
- Labor Day
- Veteran's Day
- Thanksgiving Day and Friday after Thanksgiving
- Christmas Eve and Christmas Day

Q. Map And Floor Plans Of Facility Locations

A map indicating the thirty-nine (39) facilities to be serviced is included in this solicitation. Floor plans for some locations are also included in this solicitation. The Bidder must independently verify all measurements.

R. 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

| <u>Type of Insurance</u> | <u>occurrence</u> | <u>each</u> | <u>aggregate</u> |
|--|-------------------|---|---------------------------|
| GENERAL LIABILITY | | MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE | |
| XX comprehensive form | | | |
| XX premises - operations | | bodily injury | |
| <input type="checkbox"/> explosion & collapse hazard | | property damage | |
| <input type="checkbox"/> underground hazard | | | |
| XX products/completed operations hazard | | bodily injury and property damage | |
| XX contractual insurance | | combined | |
| XX broad form property damage | | | |
| XX independent contractors | | | |
| XX personal injury | | personal injury | |
| ----- | | | |
| AUTOMOBILE LIABILITY | | MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE | |
| | | bodily injury | |
| | | (each person) | |
| | | bodily injury | |
| | | <u>(each accident)</u> | |
| XX comprehensive form | | <u>property damage</u> | |
| XX owned | | | |
| XX hired | | bodily injury and property damage | |
| XX non-owned | | combined | |
| ----- | | | |
| REAL & PERSONAL PROPERTY | | | |
| XX comprehensive form | | Organization must show proof they have this coverage. | |
| ----- | | | |
| EXCESS LIABILITY | | | |
| <input type="checkbox"/> umbrella form | | bodily injury and property damage | |
| <input type="checkbox"/> 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.

S. 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.

T. References

Bidders are to provide reference information in their bid proposal for a minimum of three customers (current or past) who obtain pest control services similar to those specified in this bid. Bidders must have experience in fulfilling similar contracts in order to be considered responsible.

U. 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.

SECTION II - PROPOSAL

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

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

Note: The contractor shall provide services Monday – Friday before 8:00am or after 5:00pm for the facility locations with an asterisk (*); the contractor shall contact locations to schedule service times for the facility locations with two asterisks (**). All other locations may be serviced during regular business hours.

| | LOCATION | ADDRESS | SQUARE FEET | MONTHLY PRICE |
|----|----------------------------------|---|--------------------|----------------------|
| 1 | PUBLIC WORKS ADMIN. | 1201 NE 5 th AVENUE | 7,160 | \$ |
| 2 | PUBLIC WORKS COMPLEX | 1190 NE 3 rd AVE, BLDG A/B | 22,140 | \$ |
| 3 | PURCHASING/ STORES | 1190 NE 3 rd AVE, BLDG - C | 19,550 | \$ |
| 4 | UTILITIES FIELD OPERATIONS | 1201 NE 3 rd AVENUE | 4,580 | \$ |
| 5 | **WATER TREATMENT PLANT | 301 NE 12 th STREET | 7,560 | \$ |
| 6 | GOLF COURSE CLUB HOUSE | 1101 N. FEDERAL HWY | 4,720 | \$ |
| 7 | TENNIS CENTER | 920 NE 18 th AVENUE | 2,400 | \$ |
| 8 | REC/ ATHLETICS/ GTM/ BREAK ROOM | 1751 and 1701 NE 8 th STREET | 3,650 | \$ |
| 9 | ** MCNAB PARK BLDG | 2250 E. ATLANTIC BLVD | 1,540 | \$ |
| 10 | ** KESTER PARK CONCESSION STAND | 600 NE 9 th AVENUE | 1,820 | \$ |
| 11 | ** CONCESSION/ 4-FIELD COMPLEX | 1401 NE 8 th STREET | 2,500 | \$ |
| 12 | CIVIC CENTER | 1801 NE 6 th STREET | 25,950 | \$ |
| 13 | AIR PARK TOWER/ADMIN/ETC. | 1001 NE 10 th STREET | 15,830 | \$ |
| 14 | AMPHITHEATER | 1801 NE 6 th STREET | 6,520 | \$ |
| 15 | AQUATIC CENTER | 820 NE 18 th STREET | 3,960 | \$ |
| 16 | BASEBALL COMPLEX | 1701 NE 8 th STREET | 2,500 | \$ |
| 17 | * PRE-SCHOOL (BLDG A & 10 ROOMS) | 1400 NE 4 th STREET | 17,800 | \$ |
| 18 | CEMETERY | 400 SE 4 th STREET | 1,800 | \$ |
| 19 | CITY HALL (4 FLOORS) | 100 W ATLANTIC BLVD | 60,700 | \$ |
| 20 | COMMISSION CHAMBERS | 100 W ATLANTIC BLVD | 7,210 | \$ |
| 21 | COMMUNICATION TRANSMITTER | 100 SW 3 rd STREET | 500 | \$ |

| | | | | |
|----|-----------------------------------|-----------------------------------|--------|-----------|
| 22 | FIRE STATION # 63 (PUBLIC SAFETY) | 120 SW 3 rd STREET | 10,500 | \$ |
| 23 | FIRE STATION # 11 (BEACH) | 3264 NE 3 rd STREET | 13,200 | \$ |
| 24 | FIRE STATION # 24 | 2001 NE 10 th STREET | 9,380 | \$ |
| 25 | FIRE STATION # 52 (PALM AIRE) | 10 SW 27 th AVENUE | 9,550 | \$ |
| 26 | FIRE STATION # 61 | 2121 NW 3 rd AVENUE | 9,120 | \$ |
| 27 | FIRE STATION #103 (CRESTHAVEN) | 3500 NE 16 th TERRACE | 2,800 | \$ |
| 28 | FIRE WAREHOUSE | 3000-6 NW 25 TH AVENUE | 3,000 | \$ |
| 29 | LIFEGUARD STATION (BEACH) | 10 N. POMPAÑO BEACH BLVD | 1,920 | \$ |
| 30 | * MCNAIR PARK | 950 NW 27 th AVENUE | 14,010 | \$ |
| 31 | * MITCHELL/MOORE PARK | 901 NW 10 th STREET | 20,680 | \$ |
| 32 | **POLICE/PUBLIC SAFETY BLDG -A1 | 100 SW 3 rd STREET | 58,730 | \$ |
| 33 | FIRE TRAINING TOWER | 180 SW 3 rd STREET | 3,120 | \$ |
| 34 | **MEMBRANE SOFTENING PLANT | 1205 NE 5 th AVENUE | 36,680 | \$ |
| 35 | SKOLNICK COMMUNITY CENTER | 800 SW 36 th AVENUE | 13,310 | \$ |
| 36 | * NORTH BROWARD PARK | 4400 NE 18 th AVENUE | 6,260 | \$ |
| 37 | * HIGHLANDS PARK | 1650 NE 50 th COURT | 4,530 | \$ |
| 38 | **WATER RE-USE PLANT | 1799 N. FEDERAL HWY | 4,660 | \$ |
| 39 | LARKINS COMMUNITY CENTER | 520 MARTIN L. KING BLVD | 13,810 | \$ |
| 40 | **POLICE/ SUB-STATION | 1820 HAMMONDVILLE ROAD | 1,600 | \$ |
| | TOTAL PER MONTH | | | \$ |

Contingent Pricing, Ordered Only if Needed:

| | ITEMS | DESCRIPTION | UNIT PRICE (EACH) |
|---|------------------|-------------|-------------------|
| A | BAIT BOXES | RODENTS | \$ |
| B | BAIT BOX REFILLS | RODENTS | \$ |

Qualifications Of Bidders

To demonstrate qualifications to perform the work, and to be considered for award, each bidder shall submit at least three (3) business customer references. Provide information for business customers for whom you have performed work of this nature which you list as references, excluding the City of Pompano Beach. (Use an attachment if necessary.)

1. Name and address of customer: _____

Contact person name and telephone number: _____

Bidder Name _____

Description of services provided and date(s) of service: _____

2. Name and address of customer: _____

Contact person name and telephone number: _____

Description of services provided and date(s) of service: _____

3. Name and address of customer: _____

Contact person name and telephone number: _____

Description of services provided and date(s) of service: _____

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

Bidder Name _____

Federal Employer Identification #:

Telephone number: Fax number:

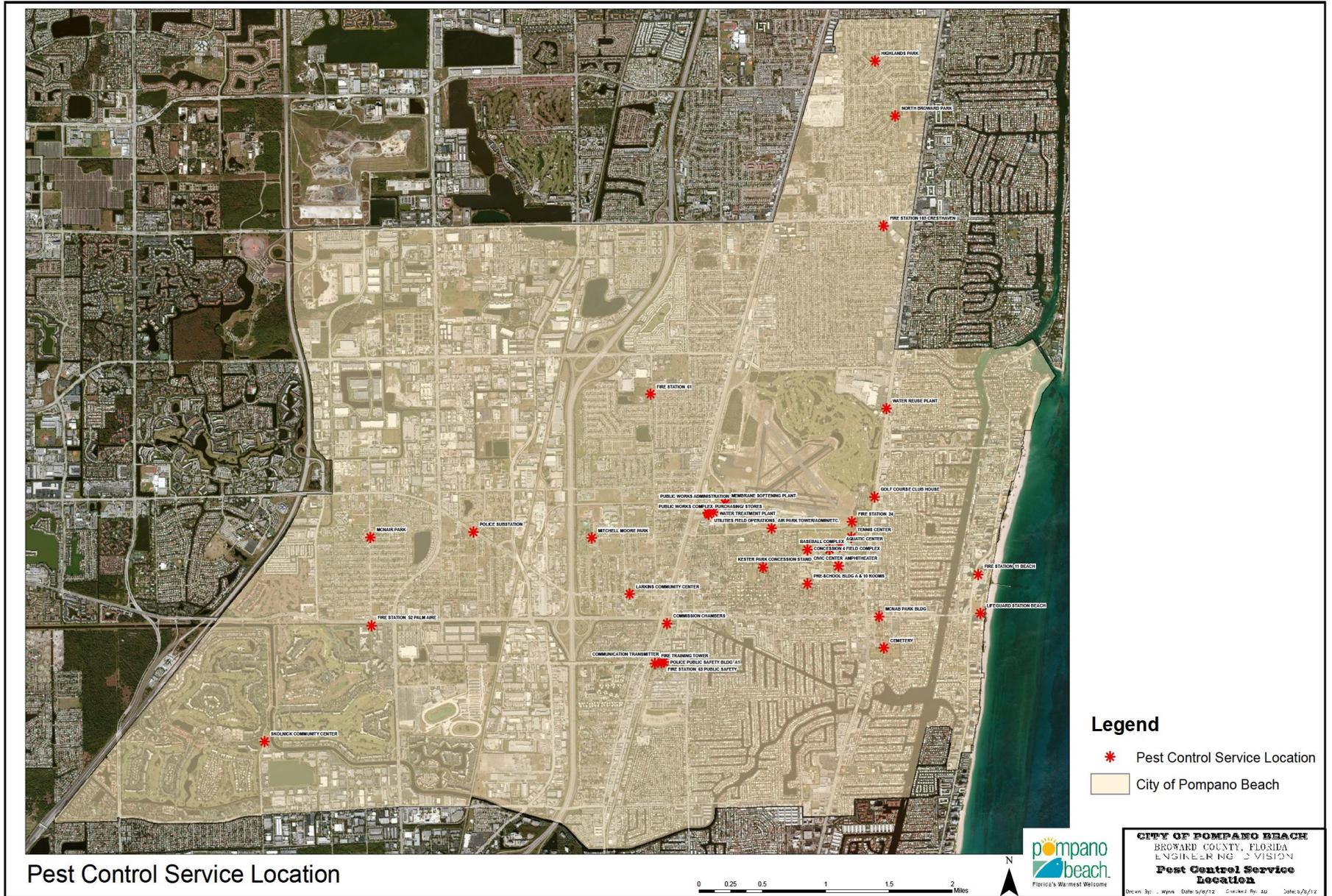
Email:

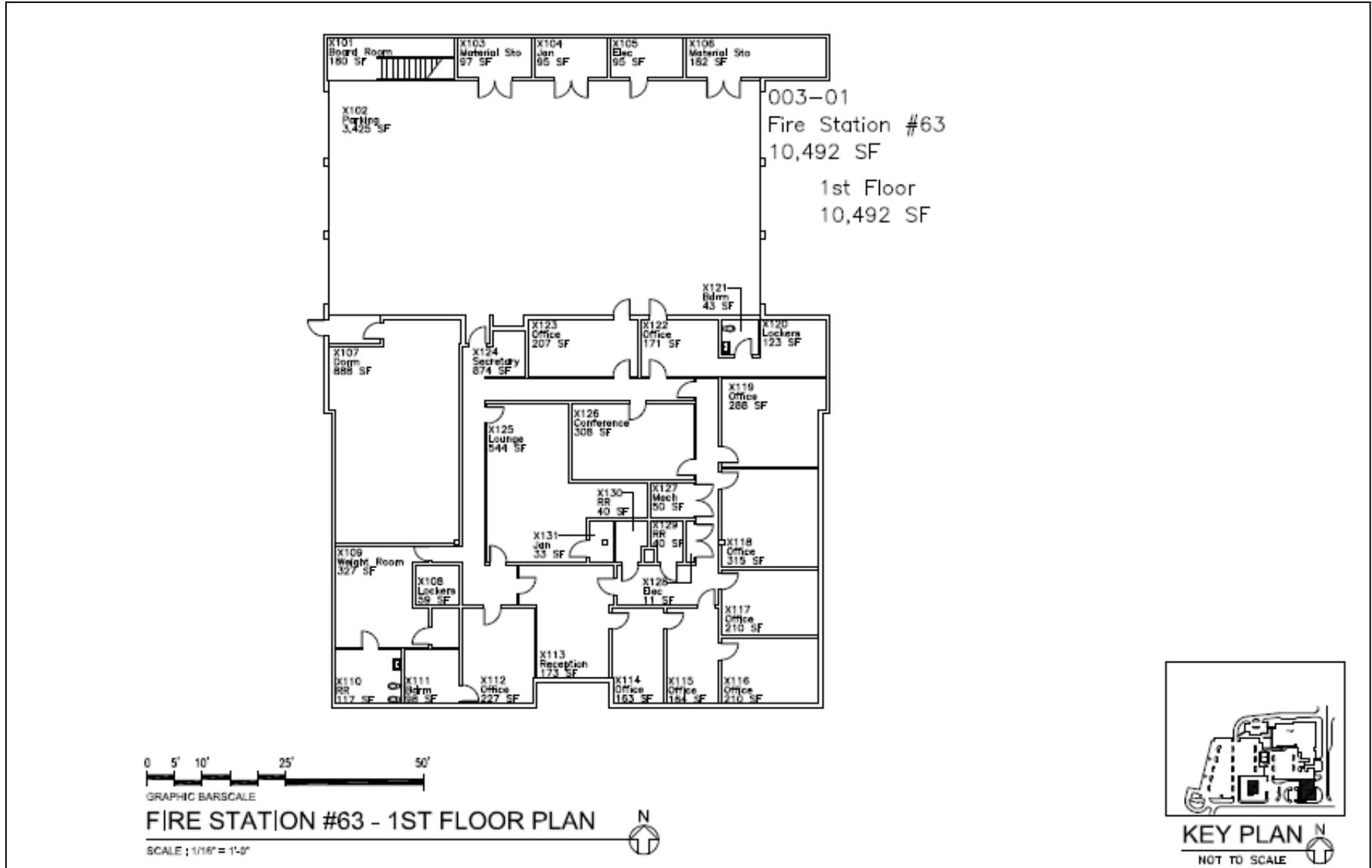
Manual signature of company officer:

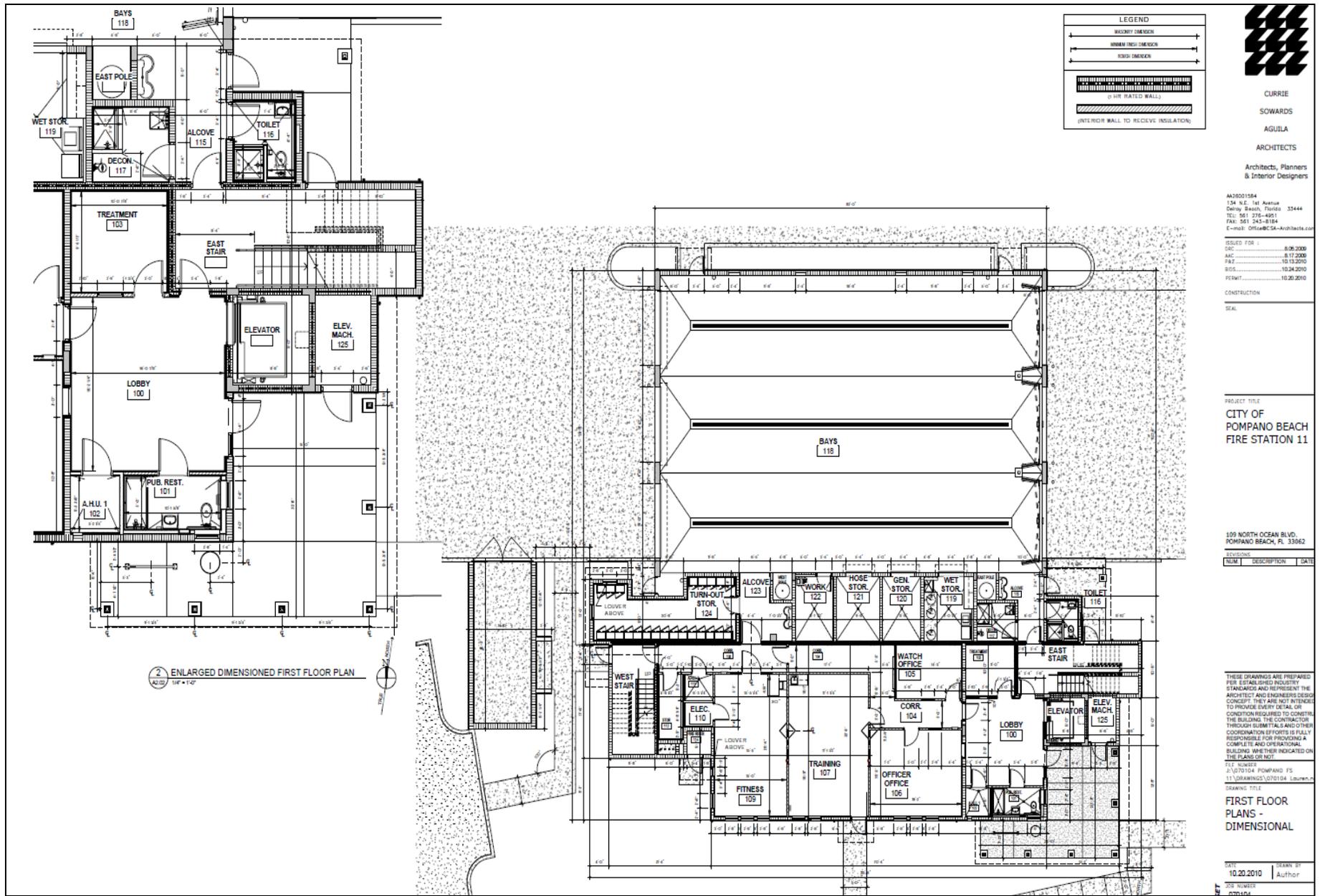
IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:







LEGEND

- MASONRY DIMENSION
- WINDOW DIMENSION
- SOLID DIMENSION
- (AIR RATED WALL)
- (INTERIOR WALL TO RECEIVE INSULATION)

CURRIE SOWARDS AGUILA ARCHITECTS
 Architects, Planners & Interior Designers

AA28001584
 134 N.E. 1st Avenue
 Delray Beach, Florida 33444
 TEL: 561-278-4951
 FAX: 561-243-8184
 E-MAIL: CURRIE@CSA-ARCHITECTS.COM

DESIGNED FOR: 8.28.2009
 DATE: 8.10.2009
 PLOT: 10.15.2010
 RDS: 10.24.2010
 PRINT: 10.20.2010

CONSTRUCTION
 SEAL

PROJECT TITLE
**CITY OF POMPANO BEACH
 FIRE STATION 11**

109 NORTH OCEAN BLVD.
 POMPANO BEACH, FL 33062

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

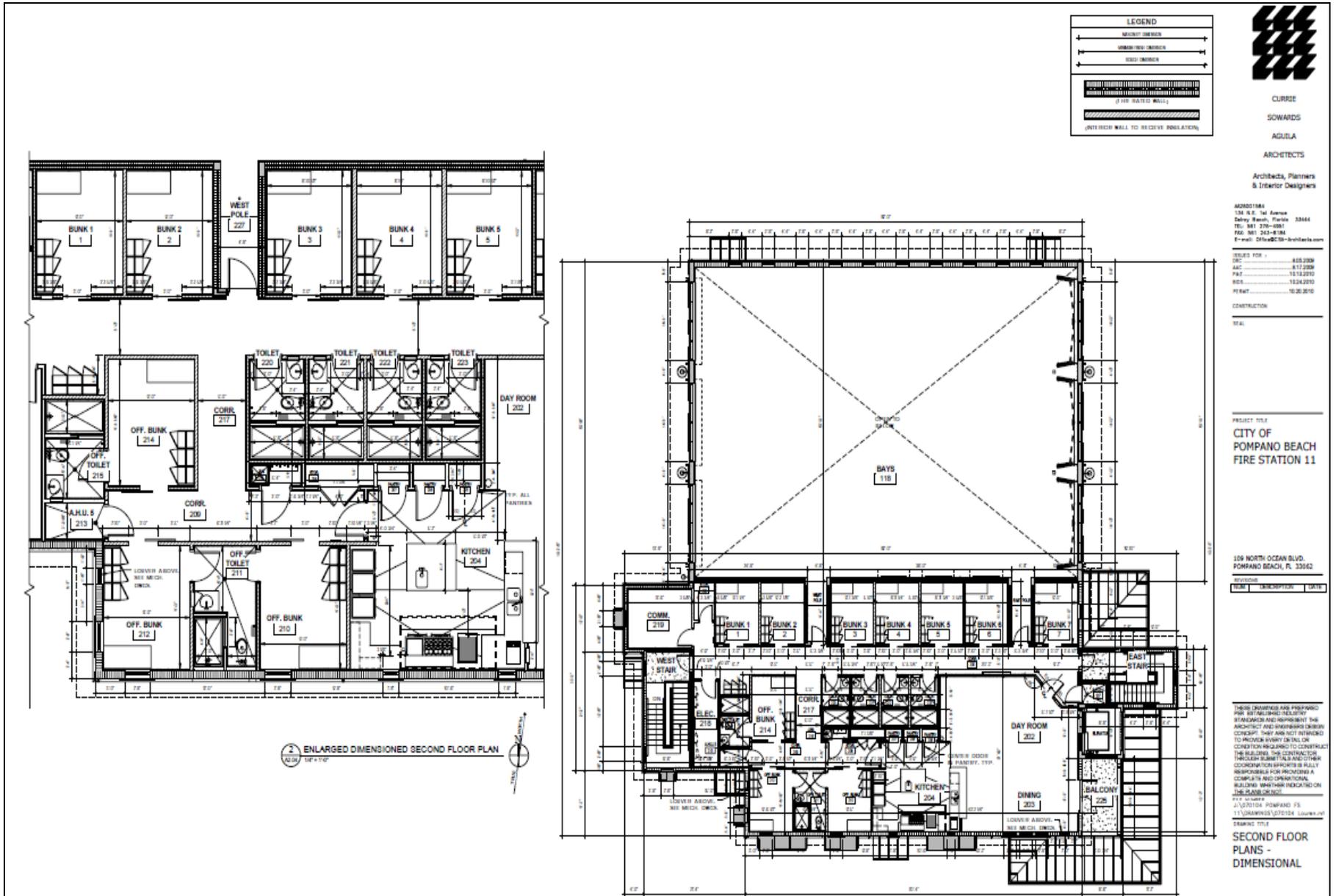
THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ARCHITECT AND ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONTROL THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR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

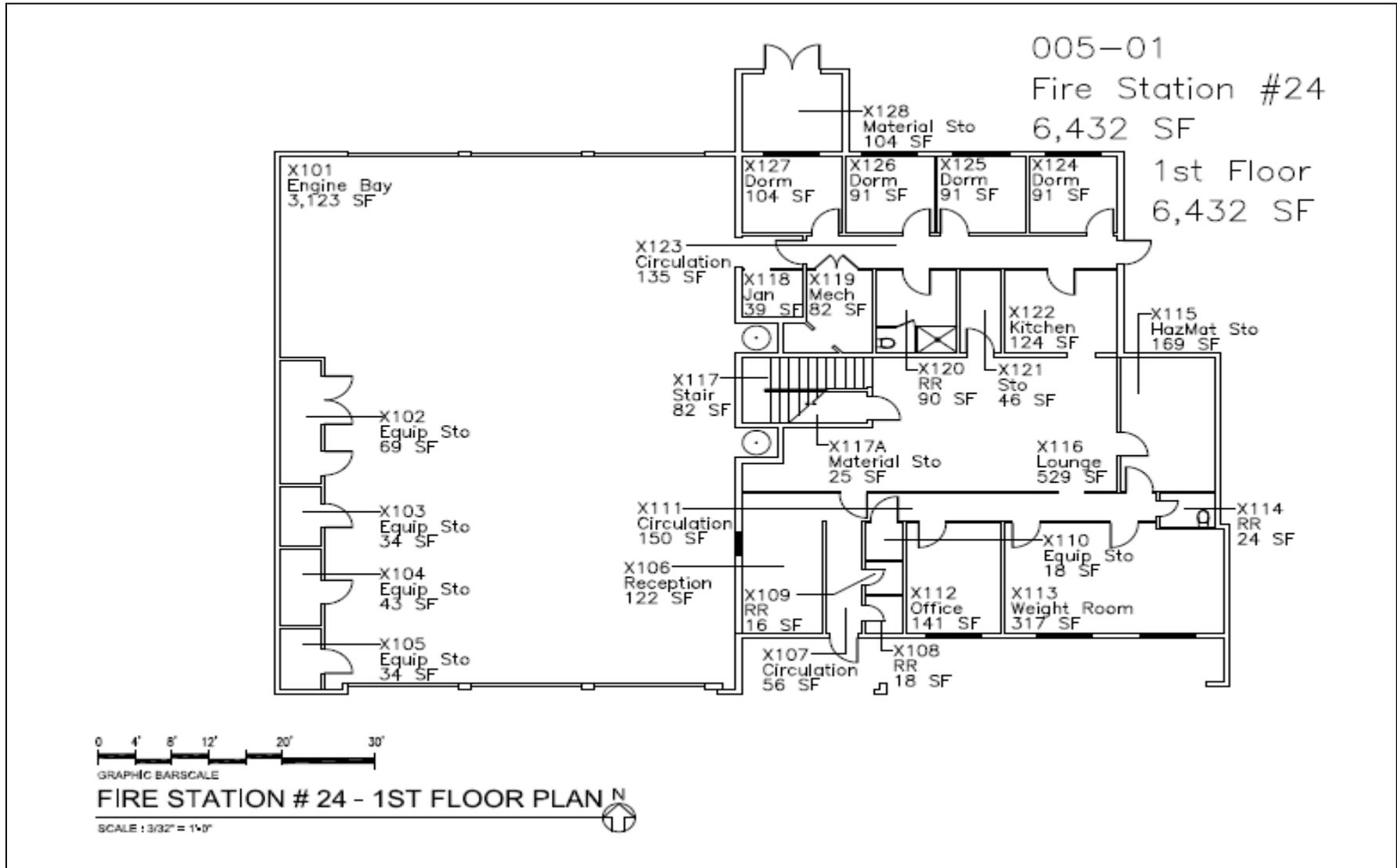
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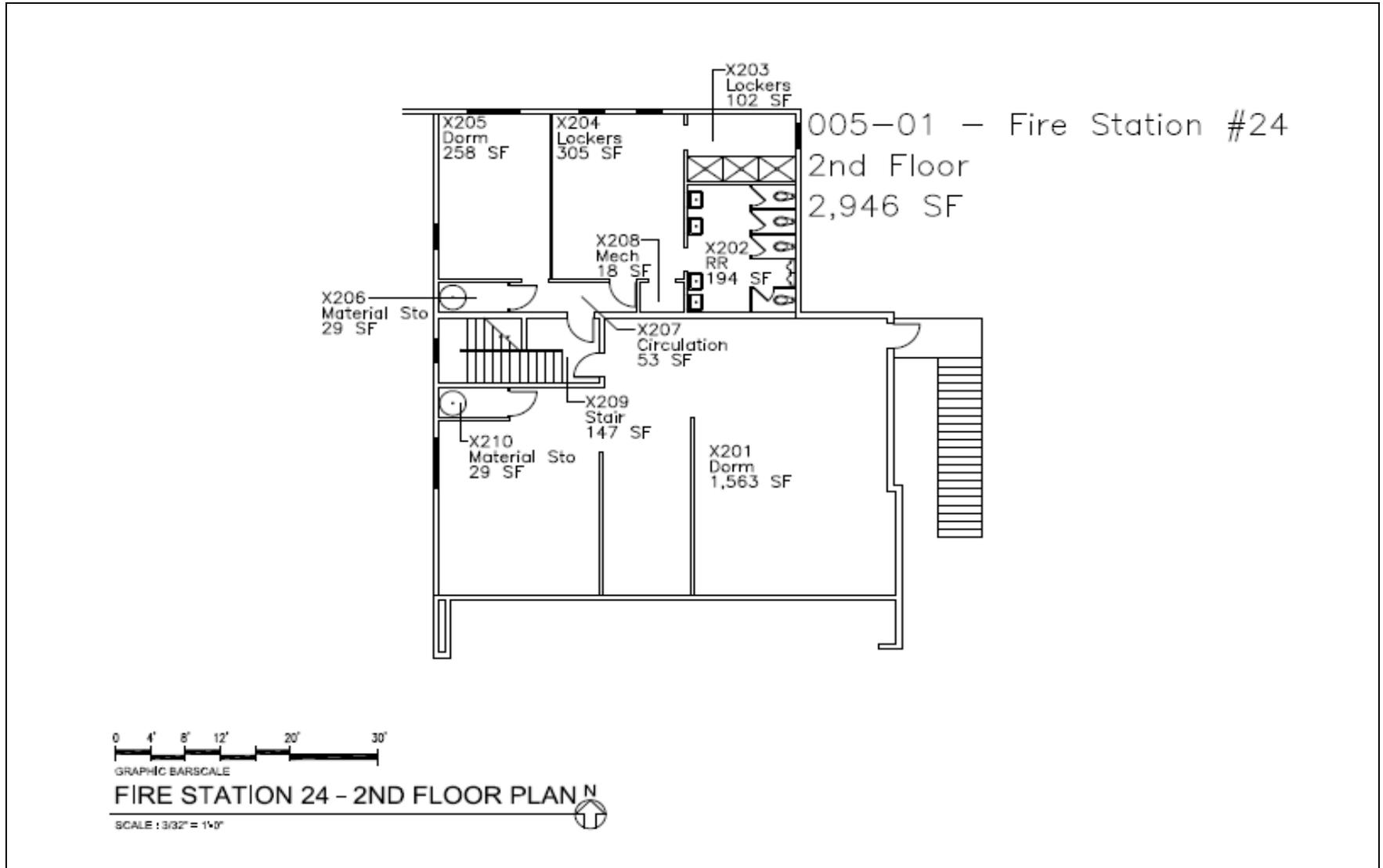
DRAWING TITLE
**FIRST FLOOR
 PLANS -
 DIMENSIONAL**

DATE: 10.20.2010 DRAWN BY: Author

JOB NUMBER: 070104

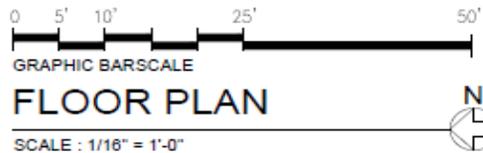
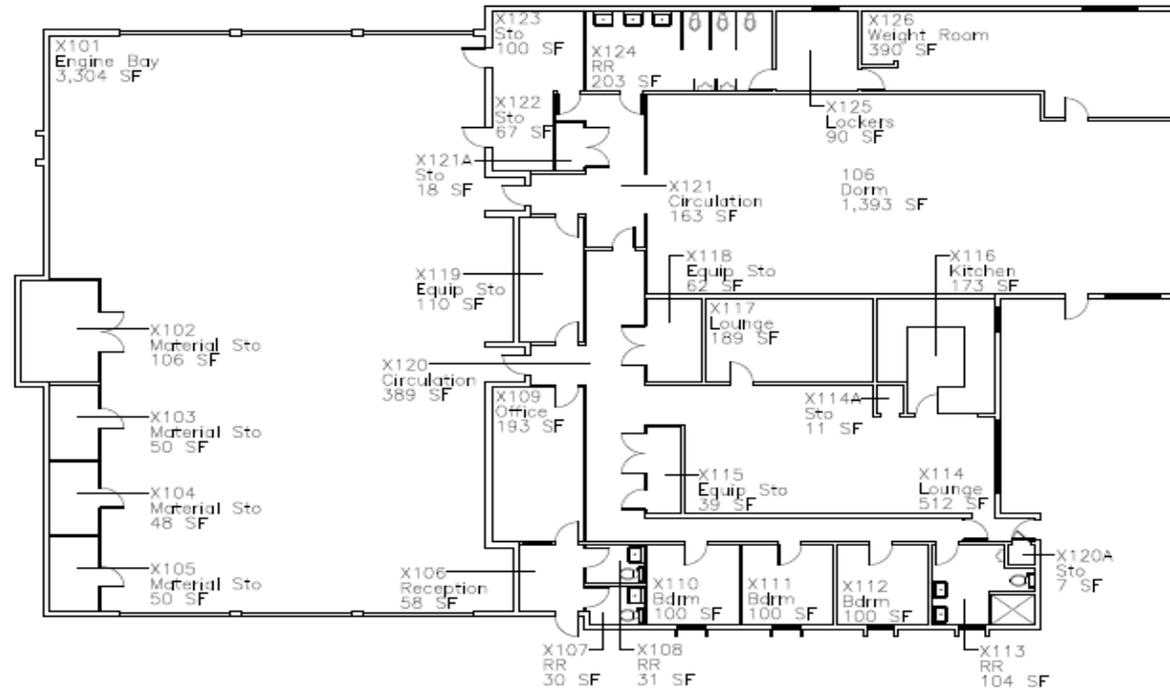


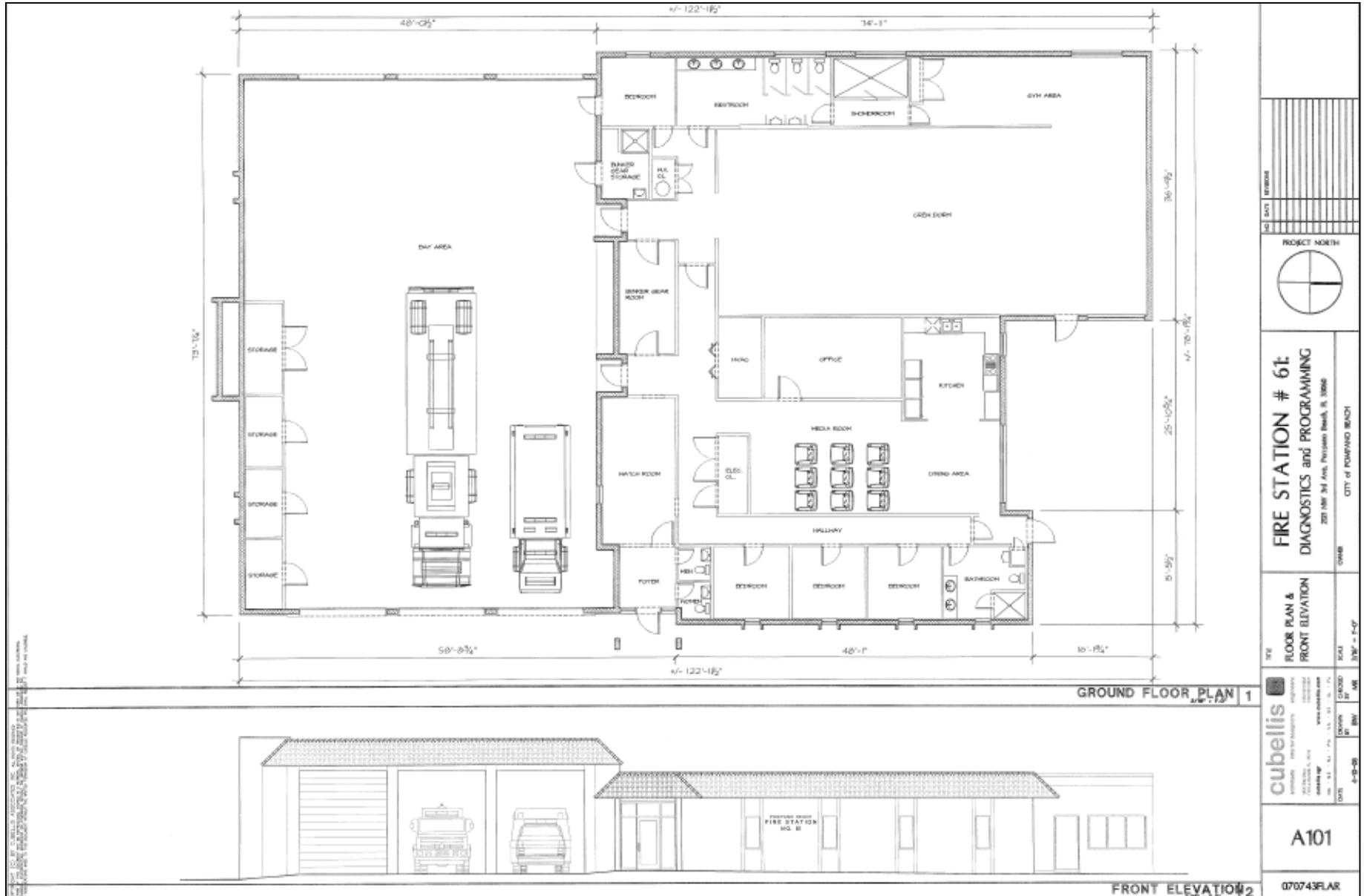


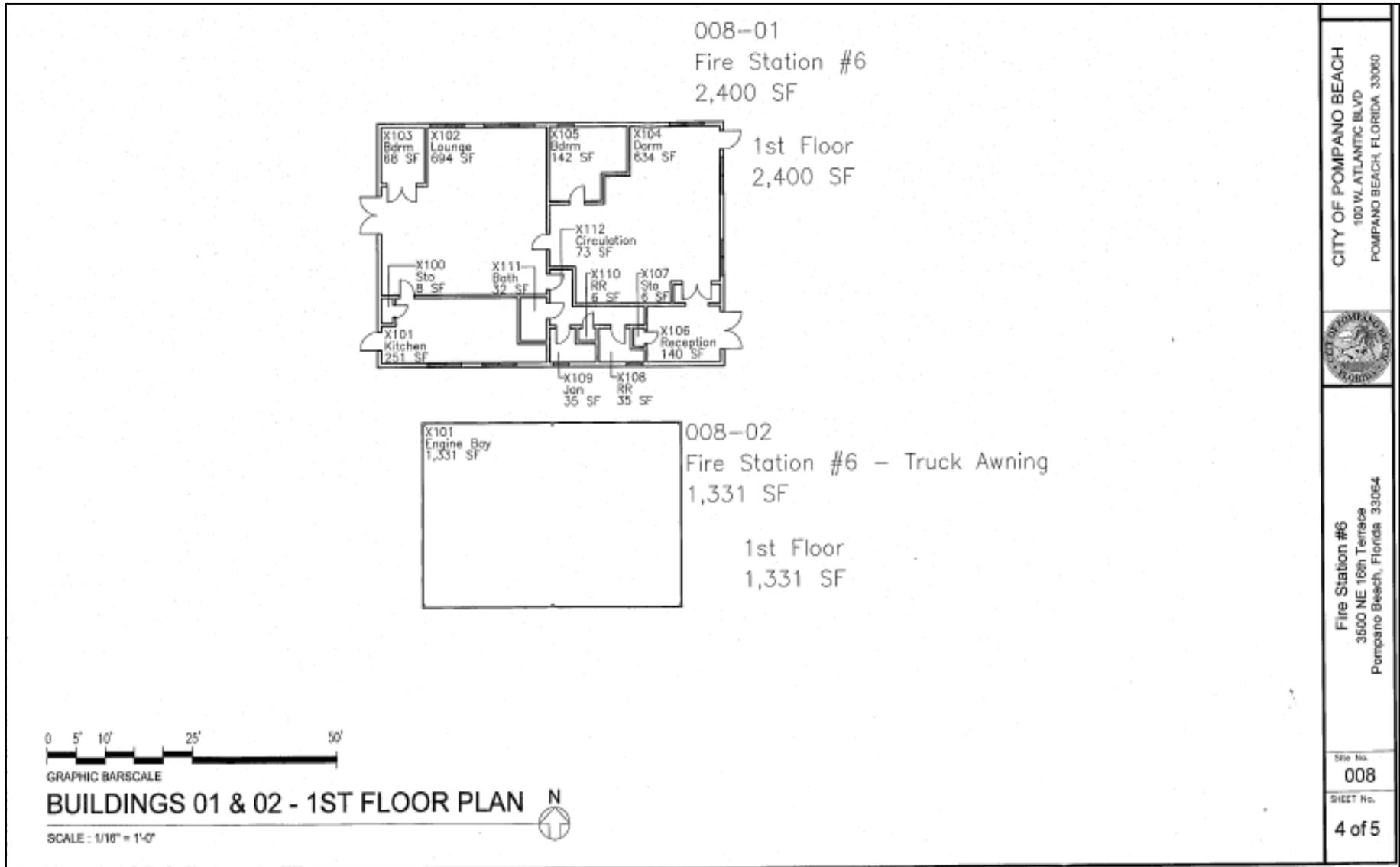


006-01
Fire Station #52
8,750 SF

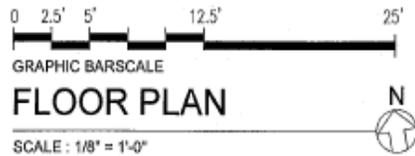
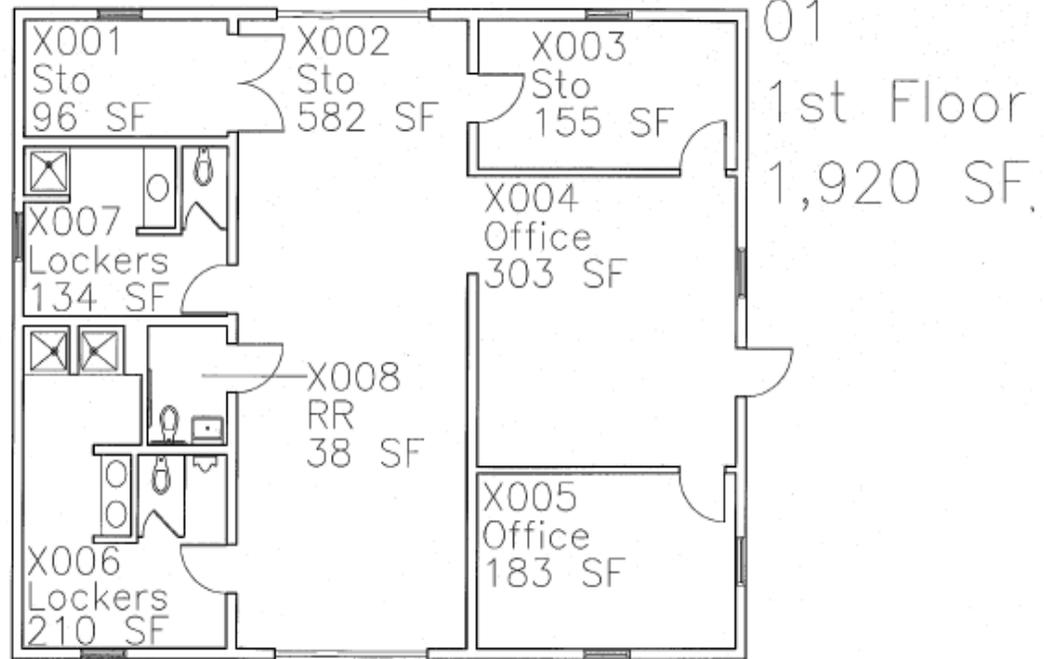
1st Floor
8,750 SF







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



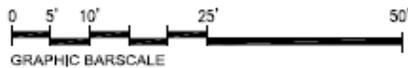
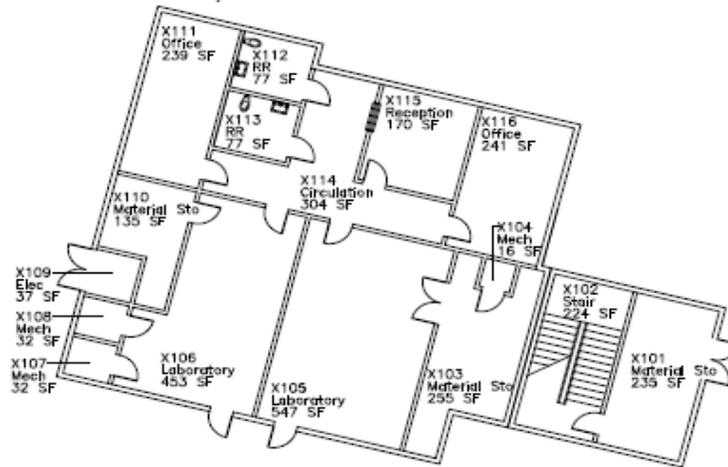
CITY OF POMPANO BEACH
100 W. ATLANTIC BLVD
POMPANO BEACH, FLORIDA 33060



Aquatics Beach
10 N Pompano Beach Blvd
Pompano Beach, Florida 33062

Site No.
021
SHEET No.
4 of 4

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



GRAPHIC BARSCALE

TRAINING TOWER - 1ST FLOOR PLAN

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



KEY PLAN N
NOT TO SCALE

SECTION III - GENERAL CONDITIONS

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| <p>1. Submission and Receipt of Bids/Quotes</p> <p>1.1. Bidders must use the form furnished by the City.</p> <p>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.</p> <p>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.</p> <p>1.4. Your sealed bid envelope should show the following information:</p> <p>1.4.1. Your return mailing address in the upper left-hand corner.</p> <p>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.</p> <p>1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".</p> <p>1.5. Use the following address for delivery of Bids/Quotes:</p> <p style="margin-left: 40px;">City of Pompano Beach Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, FL 33060</p> <p>1.6. Late Bids/Quotes will not be considered and will be returned unopened.</p> <p>1.7. Bids/Quotes transmitted by email or facsimile will not be accepted.</p> <p>2. Completion of Bid Forms</p> <p style="margin-left: 40px;">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.</p> <p>3. Signature Required</p> <p style="margin-left: 40px;">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.</p> <p>4. Prices to be Firm</p> <p style="margin-left: 40px;">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.</p> | <p>5. Extensions</p> <p style="margin-left: 40px;">If there is an error in extensions (mathematical calculations), unit prices will prevail.</p> <p>6. Delivery</p> <p>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.</p> <p>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.</p> <p>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.)</p> <p>7. Signed Bid Considered an Offer</p> <p style="margin-left: 40px;">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.</p> <p style="margin-left: 40px;">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.</p> <p>8. Quality</p> <p style="margin-left: 40px;">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.</p> <p>9. Brand Names</p> <p style="margin-left: 40px;">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.</p> <p>10. Default Provisions</p> |
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- 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
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**STATEMENT OF NO RESPONSE
Q-13-035H – PEST CONTROL SERVICES**

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

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

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____