City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060
954-786-4098 954-786-4168 (FAX)

REQUEST FOR QUOTATION #Q-14-032T
TRANSFER PUMP FOR THE REUSE TREATMENT PLANT

August 6, 2014

The City of Pompano Beach is currently soliciting price quotations for the purchase of one (1) transfer pump for Reuse Treatment Plant.

QUOTATIONS WILL BE RECEIVED UNTIL **2:00 P.M. (LOCAL), AUGUST 12, 2014**, IN THE PURCHASING OFFICE AT 1190 NORTH EAST 3RD AVENUE, BUILDING C, POMPANO BEACH, FLORIDA, 33060. QUOTATIONS TRANSMITTED BY FACSIMILE WILL BE ACCEPTED. THE PURCHASING OFFICE FAX NUMBER IS (954) 786-4168.

If you need any additional information regarding this request for quotation, please contact Tammy Thompkins, Buyer, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish a contract for the purchase of a Flowserve Model 12 HQR, 30 HP line shaft transfer pump as specified herein, no substitute including startup services, for installation by City staff in the Water Treatment Plant.

B. Basis of Award

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

C. Pricing

All prices bid shall be F.O.B. destination/delivered to the City of Pompano Beach Water Treatment Plant, 301 N.E. 12th Street, Pompano Beach, Florida, 33060.

D. Delivery

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

E. Site Inspection

All bidders must inspect the site and take their own measurements to ensure the equipment they will propose will match existing plant piping. Contact Donovan Evans, Utilities Maintenance Supervisor, at (954) 786-4147, to schedule an inspection visit.

It is understood that the bidder, prior to submitting a bid, has visited the site, and has measured, examined and correlated their personal observations with the bid documents as to the nature, location, character, quality and quantity of work to be encountered and to the local conditions affecting the work. No allowance will be made for not having visited the site or for not being familiar with existing conditions to be encountered in the work.

F. Pre-Award Submittals

The following information should be submitted with the bid proposal. Any items not submitted with the bid may be grounds for entire bid disqualification.

1. Performance curves showing expected performance at points other than the design conditions. Curves shall show head capacity efficiency and horsepower based on bowl performance and shall cover the complete operating range of the pump from zero capacity to the maximum capacity.

2. Drawings of the proposed equipment giving general dimensions sufficient to illustrate how the equipment is to be supported, and that the equipment will fit within the space available.

3. Any additional information, such as descriptive literature, manufacturer's specifications, and other data to demonstrate compliance with these specifications.

4. Copy of manufacturer's warranty.

G. Quality Assurance/Start-Up

The services of a qualified manufacturer's technical representative shall be provided for a period of not less than one eight-hour day, to supervise initial start-up and operation and to instruct the Owner's personnel in proper operation and maintenance of the equipment.

1. Field Tests: Pumping unit shall be field tested after installation to demonstrate satisfactory operation, without causing excessive noise, vibration, cavitation, and overheating of the bearings of the pumping unit. The field testing shall be performed in the presence of an experienced field representative of the manufacturer who shall supervise the following tasks and shall certify in writing that the equipment has been properly installed, aligned, lubricated, adjusted, and readied for operation:

    a) Start-up, check and operate the pump over the entire speed range. The vibration shall be within the amplitude limits recommended in the Hydraulic Institute Standards and it shall be recorded at a minimum of four pumping conditions defined by the City.

    b) Pump performance shall be documented by obtaining concurrent readings, showing pump suction head, and pump discharge head, for at least four pumping conditions at each pump rpm.

    c) Bearing temperatures shall be determined by a contact-type thermometer. A running time of at least 20 minutes shall be maintained for this test, unless liquid volume available is insufficient for a complete test.

    d) The field-testing shall be witnessed by the City. In the event any of the pumping equipment fails to meet the above test requirements, it shall be modified and retested in accordance with the requirements of these Specifications. The supplier shall then certify in writing that the equipment has been satisfactorily tested, and that all final adjustments thereto have been made. Certification shall include date of final acceptance test, as well as a listing of all persons present during tests, and resulting test data.

2. Acceptance: In the event of failure of the pump to meet any of the above requirements or efficiencies, the supplier shall make all necessary modifications, repairs, or replacements to conform to the requirements of the Contract Documents and the pump shall be re-tested at no additional compensation, until found satisfactory.

H. Shop Test Supplemental

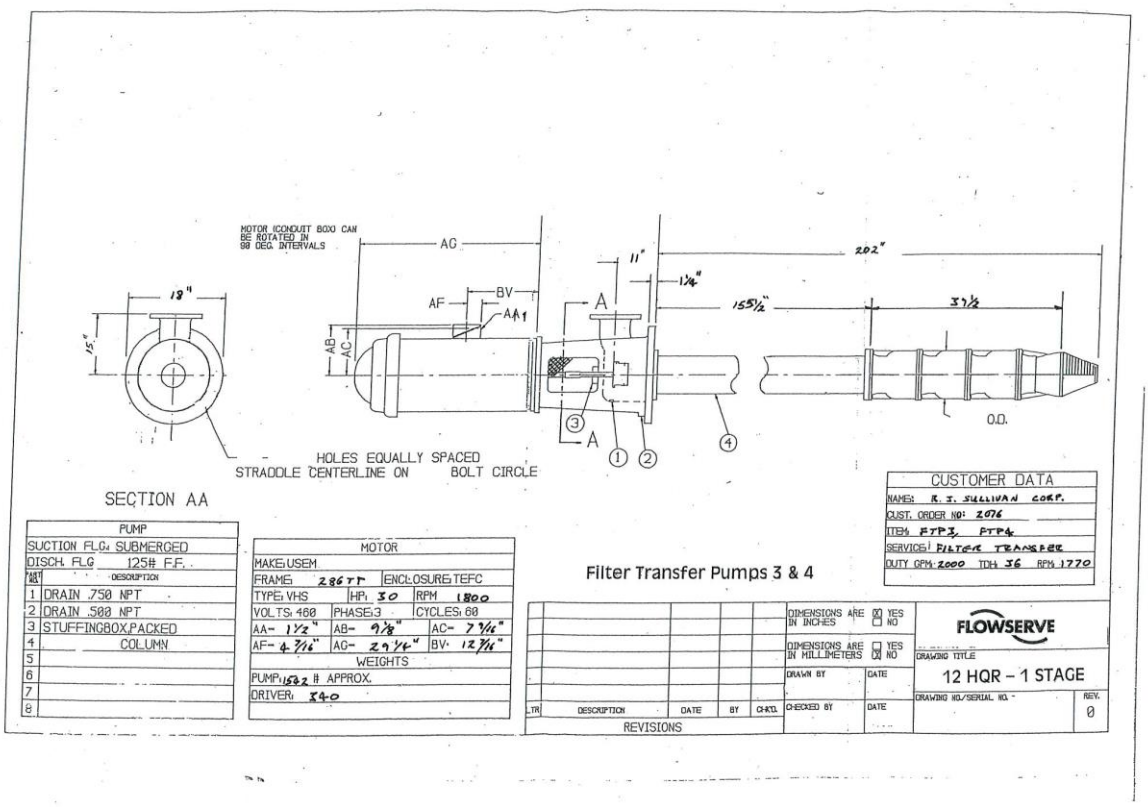
1. Certified test curves for the pump are required.

2. The pump shall be tested, when driven by its actual motor driver at the specified rpm, for flow versus head and vibration over the full range of its characteristic curve. Test data shall be measured and recorded in accordance with the Hydraulic Institute procedures. Results shall be corrected as required to the specified operated conditions and plotted in the standard format. Pumps shall not be shipped until shop test is acceptable to the City.

I. Detail Specifications

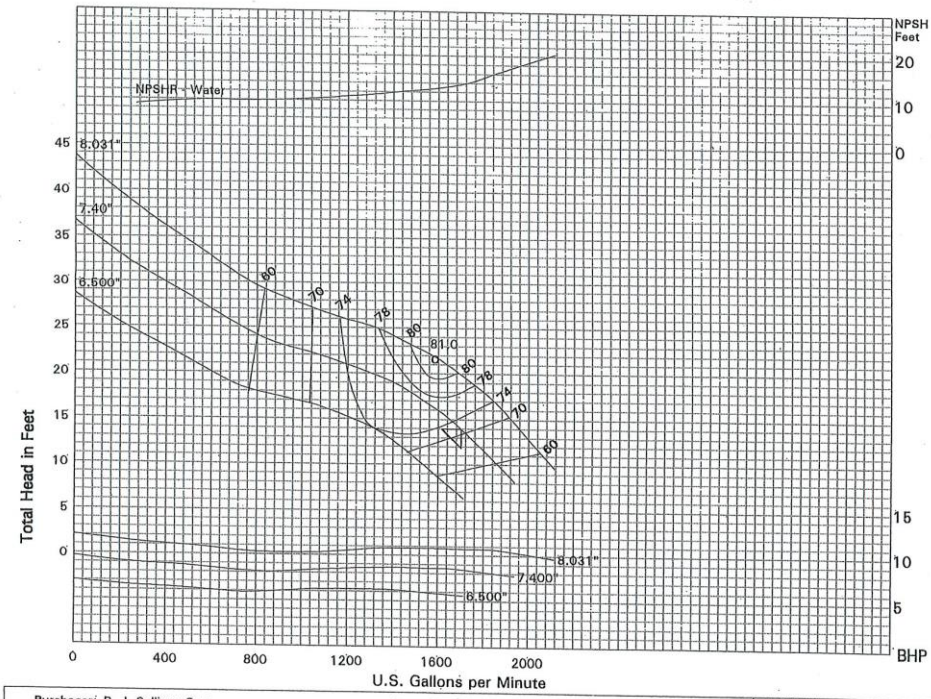
The Water Treatment Plant requires one (1) Flowserve 30 horsepower line shaft pump, and head, with suction and discharge pipe as per specifications, NO SUBSTITUTES will be accepted. Pump to be installed by City staff at the Reuse Treatment Plant, 1799 North Federal Highway, Pompano Beach, Florida. Pump data sheet are included.

1. The pump head must match to existing 30hp US motor frame #286TP.
2. The pump is to be designed for 2000gpm @ 36 TDH, RPM 1770.
3. The pump discharge head is cast iron to included stuffing box and packing gland.
4. Furnish 416 SS line shaft.
5. Furnish 416 SS line shaft couplings.
6. Furnish schedule 40, 8" (inch) suction pipes.
7. Bearing bronze.
8. Pump shaft 11-13% chrome.
9. Impeller bronze.
10. Sand cap, cast iron.
11. Flange Cast iron.
12. Strainer 316 stainless steel.
13. Pump case, cast iron.


MOTOR (CONDUIT BOX) CAN BE ROTATED IN 90 DEG. INTERVALS
AG
AF
BV
AA
AB
AC
A
11"
1¼"
202"
155½"
37½
O.D.
18"
15"
HOLES EQUALLY SPACED
STRADDLE CENTERLINE ON BOLT CIRCLE
SECTION AA
PUMP
SUCTION FLG: SUBMERGED
DISCH. FLG 125# F.F.
PART NO. DESCRIPTION
1 DRAIN .750 NPT
2 DRAIN .500 NPT
3 STUFFINGBOX,PACKED
4 COLUMN
5
6
7
8
MOTOR
MAKE: USEM
FRAME: 286TP ENCLOSURE: TEFC
TYPE: VHS HP: 30 RPM 1800
VOLTS: 460 PHASE: 3 CYCLES: 60
AA- 1½" AB- 9⅛" AC- 7 9/16"
AF- 4 7/16" AG- 29¼" BV- 12 7/16"
WEIGHTS
PUMP: 1582 # APPROX.
DRIVER: 340
Filter Transfer Pumps 3 & 4
CUSTOMER DATA
NAME: R. J. SULLIVAN CORP.
CUST. ORDER NO: 2076
ITEM: FTP3, FTP4
SERVICE: FILTER TRANSFER
DUTY GPM: 2000 TDH: 36 RPM: 1770
LTR DESCRIPTION DATE BY CHKD.
REVISIONS
DIMENSIONS ARE IN INCHES ☒ YES ☐ NO
DIMENSIONS ARE IN MILLIMETERS ☐ YES ☒ NO
DRAWN BY DATE
CHECKED BY DATE
FLOWSERVE
DRAWING TITLE
12 HQR – 1 STAGE
DRAWING NO./SERIAL NO.
REV. 0

FLOWSERVE

Byron Jackson Pumps | United Centrifugal Pumps | Wilson - Snyder Pumps | ..ork Engineered Pumps | Durco ANSI Std Pumps | RC BEACH & ASSOC.



STANDARD INFO

Revision date: 1/27/00
Minimum Submergence: 24"
Vanes: 6
Ns = Pump Specific Speed: 4600
Suction Specific Speed: 8000
Eye Area: 36.2 in²
U : 54.5 ft/sec
Rating number: Tulsa
Original RPM: 1770

DESIGN CALC (APPROXIMATE)

Stages - design: 1
Trim Diameter - design: 7.40"
Efficiency: - design: 69.4%
Head reserve available: 42.0%
Head rise to shutoff: 162.5%
Power - design: 8.6 BHP
NPSH required: 13.8 Feet

DESIGN PARAMETERS

RPM: 1170
Flow: 1700 GPM
Head: 14 ft
NPSHA: 0.0 ft+
SpGr: 1.00
Visc: 1

NOTES

Efficiency shown is for porcelain lined C.I. cases & impellers 4 stgs or more.
For 3 stgs reduce 1 point
For 2 stgs reduce 2 points
For 1 stg reduce 3 points

Purchaser: R. J. Sullivan Corp.	Proposition:	PRIMER v2.10 Q0000348	
End User: City of Pompano Beach	Curve No.:		
Project:	SalesPerson: Christopher A. West	Pump Size & Type	12" HQ "RH"
Item/Spec:	Date:		

J. Operation and Maintenance Manuals

One (1) complete set of operation, maintenance, and parts manuals for the pumps should be supplied. Operation, maintenance, and parts manuals shall be typewritten, indexed, and tabbed. All manuals shall provide the City's personnel with a complete set of reference material for routine and preventative maintenance, and the proper safe operation of unit.

K. Insurance

Due to the required start-up services, the awarded vendor must provide the following insurance information. The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

		LIMITS OF LIABILITY		
	Type of Insurance		each occurrence	aggregate
GENERAL LIABILITY		***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
XX	comprehensive form			
XX	premises - operations	bodily injury		
__	explosion & collapse hazard	property damage		
__	underground hazard	_____	_____	
XX	products/completed operations hazard	bodily injury and		
XX	contractual insurance	property damage		
XX	broad form property damage	combined _____	_____	
XX	independent contractors			
XX	personal injury	personal injury		
AUTOMOBILE LIABILITY		***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
		bodily injury (each person)		
XX	comprehensive form	bodily injury (each accident) _____	_____	
XX	owned	property damage _____	_____	
XX	hired	bodily injury and		
XX	non-owned	property damage combined		
REAL & PERSONAL PROPERTY				
XX	comprehensive form		Organization must show proof they have this coverage.	
EXCESS LIABILITY				
__	umbrella form	bodily injury and property damage		
__	other than umbrella	combined	$2,000,000.	$2,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

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

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

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

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

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

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

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

1.5. Use the following address for delivery of bids:

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

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

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

2. Completion of Bid Forms

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

3. Signature Required

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

4. Prices to be Firm

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

5. Extensions

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

6. Delivery

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

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

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

7. Signed Bid Considered an Offer

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

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

8. Quality

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

9. Brand Names

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

10. Default Provisions

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

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

11. Samples

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

12. Acceptance of Materials

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

13. Manufacturers' Certifications

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

14. Copyrights and Patent Rights

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

15. Laws and Regulations

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

16. Taxes

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

17. Conflict of Instructions

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

18. Exceptions to Specifications

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

19. Warranties

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

20. Retention of Records and Right to Access Clause

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

21. Qualifications/Inspection

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

22. Anti-collusion Statement

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

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

purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

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

24. Reservation for Rejections and Award

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

25. Interpretations

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

26. Failure to Respond

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

27. Bid Tabulations

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

28. Assignment

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

29. Termination for Convenience of City

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

30. Public Entity Crimes

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

31. Governing Procedures

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

32. Identical Tie Bids

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

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

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

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

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

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

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

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

33. Invoicing/Payment

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

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

37. Costs Incurred by Bidders

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

38. Public Records

1) 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.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name _____

SECTION III - PROPOSAL

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

Quantity	Description	Unit	Total
1	Flowserve, Model 12 HQR, 30 horsepower line shaft transfer pump, as per specifications.	LS	$_____

Manufacturer Quoted: _____

Model: _____

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

No ___ Yes ___ Name & position _____

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

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

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

Name & address of company submitting bid:

.....

.....

..... zip .....

Federal Employer Identification # or Social Security #:

.....

Telephone number: .....

"Fax" number: .....

Email address: ……

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer: .....

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

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

Title of signer: .....

*** Submit two (2) original copies of all brochures, diagrams, etc.

*** All information required by Section J, Pre-Award Submittals, should be submitted with your bid.

Bidder Name _____

Q-14-032T- TRANSFER PUMP FOR THE RESUE TRATMENT PLANT 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 _____