

Meeting Date: 7/26/11

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid H-36-11, School Crossing Guard Service, to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$458,989 per year.

Summary of Purpose and Why:

Bid H-36-11 was issued to establish an annual contract for the provision of school crossing guard services. Bid award is recommended to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff. The contract period is one year, commencing August 17, 2011, with contract renewal possible as stated in the bid specifications. The contractor will provide all necessary training, supervision, and personnel required to staff crossing locations throughout the City. Based on the estimated number of hours required per year, and the hourly rates, annual expenditures from this contract may total \$458,989. This solicitation was assigned a voluntary 5% Local Business participation goal, and a voluntary 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, they did not indicate Local Business participation. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact:: Mark Beaudreau, Recreation Programs Administrator 954 786-4191
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: Approximately \$458,989 per year, from account 001-9910-599.31-60, General Fund / Non-Departmental / Other Professional Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>7-2-11</u>	<u>approve</u>	<u>Mark A Beaudreau</u>
General Services	<u>7/15/11</u>	<u>approve</u>	<u>Scott D. Gardner</u>
Finance	<u>7/21/11</u>	<u>approve</u>	<u>J. Bobble</u>
Budget	<u>7/21/11</u>		

City Manager

Mark A. Beaudreau


ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #11-101
July 15, 2011

To: Dennis W. Beach, City Manager

From: Leeta Hardin, General Services Director 

Subject: Award Bid H-36-11, School Crossing Guard Service

Contract Need/Background

Bid H-36-11 was issued to establish an annual contract for the provision of school crossing guard services. The awarded contractor will be responsible for providing crossing guards at forty-one school crossings each school day, and for providing all necessary equipment, training, and supervision. The Recreation Programs Administrator recommends the contract be awarded to The Butler Group of South Florida LLC d/b/a Nextaff, the lowest responsive and responsible bidder. Please see the enclosed memorandum detailing why the firm that submitted the lowest-priced bid is not recommended for award. Attached you will find copies of the memorandum and bid award recommendation form submitted by the Parks & Recreation Department, copies of the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids.....6

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The total annual value of this contract, based on the hourly rates bid, and the estimated hours per year required, is \$458,988.60. Expenditures for crossing guard service will be charged to account 001-9910-599.31-60, General Fund / Non-departmental / Other Professional Services.

Purchasing #11-101

Page 2

July 15, 2011

Award Recommendation


After reviewing the responses to this bid with the Parks & Recreation Department, it is recommended that a one-year contract award be made to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff at the hourly rates bid. The contract period will be one (1) year, commencing August 17, 2011, with possible renewal, subject to the terms and conditions contained in the bid specifications. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, and did not indicate Local Business participation.

/lh

enclosures

cc: file

MEMORANDUM
11-CF006

TO: Mark Beaudreau, Recreation Programs Administrator
FROM: Carol S. Foland, Recreation Manager 
SUBJECT: SCHOOL CROSSING GUARD SERVICE BID H-36-11
RECOMMENDATION - NEXTAFF
DATE: July 7, 2011

The City of Pompano Beach administers a large Crossing Guard program that encompasses approximately 50 Crossing Guards and 41 Crossing Guard locations.

I am recommending the second low bidder, Nextaff, for the following reasons:

Low Bidder – Digos Enterprises

Per page 18 (#5) of the School Crossing Guard Service bid it states “In an attachment, list at least three (3) client references...; furnish company name, contact, telephone number, description of service provided and dates of service”. Digos Enterprises did not provide any references.

Digos Enterprises it did not demonstrate experience in recruiting and retaining a large crossing guard program.

Digos did not demonstrate experience in managing contracts of similar size and complexity.

Second Low Bidder – Nextaff

I am recommending Nextaff for the Crossing Guard services. They have had experience in Crossing Guard services and listed references. The references provided positive comments regarding Nextaff and their ability and responsiveness in providing Crossing Guard services.

Cc Leeta Hardin, General Services Director

7/14/11
JAF

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Leeta Hardin Date 6/3/11

To: Parks & Recreation Department Attn.: Carol Foland

Subject: Bid No. H-36-11 Item/service: School Crossing Guard Service

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 001-9910-599-31.60

Title: General Administration/Non-Departmental Other Professional

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Nextaff

(b) Is the recommended bid the lowest bid received?

Yes No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid

Signature: *Martha Beaudin* Date: 7-7-11

Title: *Recreation Programs Administrator*
(Department Head)

Bidder:	Action Labor Management/Staffing Connection, Ste 306, 6555 N. Powerline Road, Ft. Lauderdale, Fl 33309	All City Management Services, Inc., 1749 South La Cienega Blvd, Los Angeles, CA 90035	Code Security & Protection Services Inc, 9675 4th Street West, St Petesburg, Fl 33702
Hourly rate for crossing guard:	\$11.11	\$12.96	\$12.41
Hourly rate for field supervisor:	\$11.00	\$14.97	\$12.41
Estimated annual cost to the City:	\$480,202.80	\$568,247.40	\$536,856.60
SBE goal 5%, forms submitted:	No SBE participation.	Bidder will subcontract to SBE firm approximately 0.4% (\$2,500).	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Local Business goal 5%, forms submitted:	No Local participation.	No Local participation.	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Notes:			

Bidder:	Digos Enterprises, 2010 N.W. 1st Terrace, Pompano Beach, Fl 33060	Kemp Group International Corporation, 2111 S.W. 60th Way, Miramar, Fl 33023	The Butler Group of South Florida d/b/a Nextaff, 7481 W. Oakland Park Blvd, Ste 307, Lauderhill, Fl 33319
Hourly rate for crossing guard:	\$9.95	\$13.00	\$10.61
Hourly rate for field supervisor:	\$11.00	\$13.00	\$10.61
Estimated annual cost to the City:	\$434,406.00	\$562,380.00	\$458,988.60
SBE goal 5%, forms submitted:	Bidder is a certified SBE firm.	Bidder states firm is SBE.	The Butler Group is a certified SBE firm.
Local Business goal 5%, forms submitted:	Bidder is a Local business.	No Local participation.	No Local participation.
Notes:			



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



BID H-36-11 -- SCHOOL CROSSING GUARD SERVICE

May 3, 2011

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until 2:00 p.m. (local), May 27, 2011 in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard Service as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

B. Addenda

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

C. Questions And Communication

All questions regarding the bid 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. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

D. Contract Period

The initial contract period shall commence August 17, 2011 and ending August 16, 2012. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/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 the City invokes this extension clause.

E. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The per hour charges proposed will include all costs for labor, equipment, supervision, insurance, and any other costs incurred by the contractor in performing the work specified.

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charges offered and accepted must remain firm for the duration of the initial term of the contract, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed through directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Any increase or decrease proposed for a renewal term must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with sixty (60) days written notice or it may not be renewed for the additional optional renewal period(s).

Costs for any extension term(s) are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed three percent (3%) or the CPI, whichever is lower.

G. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

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

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

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

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		
XX operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
XX independent contractors		
XX personal injury	personal injury	

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age. The Contractor must obtain approval from the designated City representative for all persons to be employed as crossing guards before such persons commence work. If requested by the City, contractor agrees to remove any employee and substitute an acceptable person at that crossing post. Contractor is responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

Criminal Background History Check: The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract. Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the Contract Administrator. Annual criminal background history re-checks as provided in paragraph a above, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

J. Daily Time Sheets

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted daily to the City.

K. Invoices

The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid completely by the City within twenty (20) days of receipt of the invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Training

It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive proper training as required by law. The contractor may perform the training with its own staff if they are certified crossing guard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum:

- (1) Classroom Training
- (2) Field Training

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

M. Schedule Of Service

It is anticipated that fifty (50) school crossing guards will be required for each school day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.

The Contractor shall be required to provide coverage at the forty-one (41) school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

A minimum of four (4) hours (which will vary slightly with each school) coverage daily at each school will be scheduled as follows:

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half (½) hour after the close of the designated school.

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City will inform the contractor of the specific dates when service will be required when the school schedule is made available by the School Board of Broward County.

A maximum of four (4) hours per school day will be paid for each guard, and six (6) hours per school day for each supervisor. The City will not pay for training hours.

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City.

O. Guard Back Up

The Contractor shall provide each working guard with the name and telephone number of a back up in case the working guard cannot be at his post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

P. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for his employees a 24-hour answering service. During non-working hours when the field supervisor is not on duty a working guard shall, in the event that he cannot be at his assigned post, first contact his back up and then contact the service. This service will then contact the Contractor who will in turn confirm that the back-up guard will be on duty at his assigned crossing.

Q. Equipment

The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their duties, to include, but not be limited to, the following equipment for each guard: A hand-held stop sign (retroreflective), a fluorescent and retroreflective safety vest, fluorescent orange gloves, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

The Contractor shall provide all other equipment that may be required.

R. School Year Schedule

The school year begins in mid-August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, summer school at all schools usually begins around the middle of June and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates when they are made available.

S. Personnel Removal/Reassignment/Substitution

The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the City, shall be complied with immediately.

T. Transition from Existing Contract

It is the City's desire that the successful contractor coordinate with the current contractor to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

V. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/index.html>

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Bidder Name _____

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

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. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and 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. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

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 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.

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|--|--|
| <p>9. Brand Names</p> <p>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> <p>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.</p> <p>11. Samples</p> <p>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.</p> <p>12. Acceptance of Materials</p> <p>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.</p> <p>13. Manufacturers' Certifications</p> <p>The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.</p> <p>14. Copyrights and Patent Rights</p> <p>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.</p> <p>15. Laws and Regulations</p> <p>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.</p> | <p>16. Taxes</p> <p>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.</p> <p>17. Conflict of Instructions</p> <p>If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.</p> <p>18. Exceptions to Specifications</p> <p>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.</p> <p>19. Warranties</p> <p>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.</p> <p>20. Retention of Records and Right to Access Clause</p> <p>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.</p> <p>21. Facilities</p> <p>The City reserves the right to inspect the bidder's facilities at any time, without prior notice.</p> <p>22. Anti-collusion Statement</p> <p>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.</p> |
|--|--|

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 five (5) working 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

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. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

Bidder Name _____

SECTION III - PROPOSAL

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

Undersigned Bidder proposes to provide School Crossing Guard Service for the City of
Pompano Beach in accordance with the specifications contained herein, as follows:

Hourly rate for crossing guard: \$ _____

Hourly rate for field supervisor: \$ _____

Estimated annual cost to the City:

47 guards x \$ _____ /hr. x 4 hrs./day x 210 school days/yr. = \$ _____

3 field supervisors x \$ _____ /hr. x 6 hrs./day x 210 school days/yr. = \$ _____

GRAND TOTAL \$ _____

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 _____

.....

.....

..... zip

Federal Employer Identification #:

Bidder Name _____

Telephone number:

"Fax" number:

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:

Bidders must answer the following questions (use attachments to your bid as necessary.)

1. Has your company provided School Crossing Guard contract services in the past?

YES _____ NO _____

If "yes", in an attachment, list current and prior crossing guard contract information including a description of the contract, duration of the contract, name of client, contact person, address, telephone number.

If "no", in an attachment, explain fully why you consider your company qualified to perform this service for the City of Pompano Beach.

2. How many years has your organization been in business? _____

3. Have you ever failed to complete work awarded to you?

YES _____ NO _____

If Yes, in an attachment, provide details of any such incident.

4. Will you sub-contract any part of the work included in the scope of this bid?

YES _____ NO _____

If Yes, in an attachment, list all subcontractors you will use on this contract.

5. In an attachment, list at least three (3) client references (excluding the City of Pompano Beach); furnish company name, contact, telephone number, description of service provided and dates of service.

6. Who will provide crossing guard training?

_____ your firm _____ a subcontractor

Name(s) of trainers: _____

With your bid, submit a copy of the certificate showing each proposed trainer has been certified by the State of Florida.

EXHIBIT A

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Cypress Elementary	900 S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 3 Ave./S.W. 9 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	Racetrack Rd./S. Dixie Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 6 St./S. Dixie Hwy. S.W. 8 St./S.W. 3 Ave. (Mid Block)	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 5 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 6 St./N.E. 11 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 4 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	1000 N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Middle & Elementary	N.E. 6 St./N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle & Elementary	N.E. 5 Ave./N.E. 6 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	1000 N. Dixie Hwy. (N.W. 10 St./Dixie)	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 6 St./N. Dixie Hwy.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	S. Cypress Rd./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 11 Ave./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Charles Drew Elementary	N.W. 27 Ave./N.W. 9 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Charles Drew Elementary	N.W. 9 St./N.W. 30 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary	1350 S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary & St. Coleman's	E. McNab Rd./S. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
Markham Elementary	N.W. 15 Ave./N.W. 15 St.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Markham Elementary	N.W. 18 Ave./Hammondville Rd.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Palmview Elementary	Copans Rd./N.E. 1 Ave.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.

EXHIBIT A (CONTINUED)

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Palmview Elementary	N.E. 1 Ave./N.E. 25 Ct N.E. 1 Ave./N.E. 26 Ct	6:50 a.m. – 7:50 a.m. & 1:50 p.m. – 2:20 p.m. 6:50 a.m. – 7:50 a.m. & 1:50 p.m. – 2:20 p.m.
Palmview Elementary	N.W. 3 Ave./N.W. 18 Ct.	6:50 a.m. – 7:50 a.m. & 1:50 p.m. – 2:20 p.m.
Sanders Park Elementary	N.W. 16 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Sanders Park Elementary	N.W. 15 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 24 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 7 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 Ct./N.E. 8 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Crystal Lake Middle School	Copans Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N. Dixie Hwy./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 39 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	Sample Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Norcrest Elementary School	N.E. 15 Ave./N.E. 40 St.	7:00 a.m. – 8:00 a.m. & 2:00 p.m. – 2:30 p.m.
Norcrest Elementary School	N.E. 17 Ave./N.E. 42 Ct.	7:00 a.m. – 8:00 a.m. & 2:00 p.m. – 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 16 Terr.	7:00 a.m. – 8:00 a.m. & 2:00 p.m. – 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 18 Terr.	7:00 a.m. – 8:00 a.m. & 2:00 p.m. – 2:30 p.m.

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
---------------------	-----------------------	-------------------------	-------------------------------------	------------------------

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount _____

Are documents requested submitted accordingly _____ YES _____ NO

SBE EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

BID # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**LOCAL BUSINESS
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS EXHIBIT "D"

BID H-36-11, SCHOOL CROSSING GUARD SERVICE

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 _____