



**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-11-015T**  
**LOT CLEARING/NUISANCE ABATEMENT – FOUR LOCATIONS**

January 13, 2011

The City of Pompano Beach is currently soliciting quotations for clearing the lots listed herein.

**QUOTATIONS WILL BE RECEIVED UNTIL 5:00 P.M. (LOCAL), MONDAY, JANUARY 24, 2011 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. (Fax back pages 7, 8 and 9; be sure to sign page 9.)**

If you have any questions about this request for quotation, please contact Tammy Thompkins, Buyer, at (954) 786-4098.

**SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS**

**A. Intent**

The intent of this Request for Quotation is to establish a contract for the completion of Nuisance Abatement work, including but not limited to lot clearing and debris removal at the specific site listed herein. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the Code Enforcement Unit in order to correct violations of Chapter 96 of the City Code of Ordinances. Chapter 96 states that if it is determined by the City that a public nuisance exists on private property, and the property owner does not remove the condition(s) causing the nuisance, the City shall have the condition(s) corrected at the owner's expense.

The successful bidder(s) must be able to perform all of the following within the time limit specified (ten days from date of award):

1. Mowing and trimming of all ground cover (grass, weeds, etc.) on the properties assigned.
2. Removal of hard trash and refuse, including but not limited to garbage, household items, debris, rubbish, appliances, commercial trash, and similar items. (No motor vehicles to be removed.)
3. Removal of dense growth (plant material having stem diameters exceeding one-half inch (1/2") and other vegetation at the direction of the Code Enforcement Unit. This may include trees or tree limbs and other light pruning up to a maximum height of ten feet (10'). Horticultural debris may be chipped and dispersed on site unless otherwise directed by the Code Enforcement Unit.
4. Removal of standing and/or fallen trees, living or dead, at the direction of the Code Enforcement Unit. A tree, for the purposes of this contract and subsequent work is a

woody perennial plant having a single main trunk with a caliper of two inches (2") measured four and a half feet (4 1/2') above grade and a height exceeding seven feet (7').

5. Leveling and/or spreading of pile(s) of fill material including but not limited to dirt, sand, gravel, and similar materials at the direction of the Code Enforcement Unit.

B. Basis of Award

Award will be made to the low responsive, responsible bidder based on the low bid for the lot.

C. Pricing

Bid pricing shall be submitted on a **lump-sum, per location** basis. The per location lump sum price shall include all of the work specified for each location.

D. 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.

E. Delivery/Completion

All work orders are to be completed as soon after issuance as is reasonably possible. **At no time and for no reason shall a work order be outstanding for greater than ten (10) calendar days.**

Bidders are to state the number of calendar days after receipt of an order required for delivery/completion (**not to exceed ten days**). 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 and the contractor considered to be in default.

F. Insurance

The successful bidder(s) will be required to furnish proof of insurance as specified below after notification of bid award. 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. Workers' 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 the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate
<b>GENERAL LIABILITY</b>		
<u>XX</u> comprehensive form		
— premises - operations	bodily injury	\$100,000. \$300,000.
— explosion & collapse hazard	property damage	\$100,000. \$300,000.
— underground hazard		
— products/completed operations hazard	bodily injury and property damage combined	\$100,000. \$300,000.
— contractual insurance		
— broad form property damage		
— independent contractors		
— personal injury	personal injury	\$_____. \$_____.
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<b>AUTOMOBILE LIABILITY</b>		
	bodily injury (each person)	\$100,000. \$300,000.
<u>XX</u> comprehensive form	bodily injury (each accident)	
<u>XX</u> owned	property damage	\$100,000. \$300,000.
<u>XX</u> hired	bodily injury and property damage combined	\$100,000. \$300,000.
<u>XX</u> non-owned		
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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 five (5) days after notification of award of contract.**

Any questions as to the intent or meaning of any part of the above required coverage should be directed to the Risk Manager, at (954) 786-5555.

G. Licenses

Bidder **must** have a current and valid **Tree Trimming Certificate, City and County Business Tax Receipt, and/or licenses**, as applicable. Licensing information should be supplied with your bid.

H. Proper Disposal

The contractor must use the Broward County landfill, or an approved waste transfer station, to dispose of all the refuse, trash and other materials removed from a specific project. Other disposal methods may be utilized only after approval by the City. Original receipts for tipping fees must be submitted to the Code Enforcement Department your invoice for payment must be submitted to the City's Budget Department.

I. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project. **CONTRACTOR MUST CALL THE CODE ENFORCEMENT INSPECTOR AT (954) 786-4361 OR (954) 459-1361 AT LEAST ONE WORKING DAY BEFORE COMMENCING ANY WORK.**

J. Contact

The contractor is to contact the Code Enforcement Unit at the start of a job, and immediately after its completion. Code Enforcement will inspect the lot within three (3) working days after notification from the contractor that the job has been completed. The contractor is to be available by telephone, pager, or through a contact person between the hours of 8:00 am and 5:00 p.m., Monday through Friday.

K. Detail Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
- b. The contractor is responsible for the condition of the site from the issuance of the work order up until the final inspection. **It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is ten (10) days from notification by the City to start work.**

2. Work Procedures

- a. All work orders issued will include the removal of all litter and hard trash, and the City expects that this will be the first task undertaken on a Nuisance Abatement site. If any litter, debris or other hard trash is uncovered during other clearing operations it shall also be removed. The property must be free of litter, debris and all other hard trash in order to pass final inspection.
- b. Unless specifically exempted by the Code Enforcement Unit all Nuisance Abatement sites are to be mowed. All ground cover is to be mechanically cut to a height of five inches (5"). All equipment used for this purpose is to be clean and sharp. All cuttings are to be ground fine and evenly distributed across the property. All cuttings that through mowing procedures end up littering streets and roadways or other hardscape surfaces are to be blown or swept back onto the pervious area of the property.
- c. The removal of dense growth will be at the direction of the Code Enforcement Unit. This type of work can include the removal of saplings and stands of brush,

as well as fence clearing, light pruning, removing vines from trees, and other related activities. Dense undergrowth will be cut flush with the grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris, with the exception of seed-bearing Florida Holly (*Schinus terebinthifolius*) can be chipped and dispersed evenly over the site. If off site disposal of horticultural debris is required by the Code Enforcement Unit, the contractor will be informed of such at the time the work is assigned. The Code Enforcement Unit reserves the right to require off site disposal, such as in the case of a property containing an occupied structure.

- d. The removal of trees will be at the direction of the Code Enforcement Unit. Trees will be cut flush with grade and poisoned with an appropriate herbicide to eliminate regrowth. All horticultural debris (with the exception of seed-bearing Florida Holly) may be chipped and evenly distributed over the site. All due care shall be taken during tree removal operations to prevent damage or injury to neighboring structures, properties, utility structures, the members of the work crew, their equipment and to all members of the general public.
- e. The leveling or spreading of piles of fill material will be at the direction of the Code Enforcement Unit. All materials are to be evenly distributed over the site.
- f. The contractor, during all operations on any site, shall take all due care not to damage utilities, the utility's supporting structures, other structures or obstructions or any remaining trees or plant material. The contractor shall be held responsible for any needed repairs or replacements.

### 3. Miscellaneous Criteria

- a. All herbicides and all other compounds and chemicals that the contractor intends to utilize during the performance of nuisance abatement work shall be stored and used from approved containers. All such material shall be used in accordance with manufacturer's label, all applicable local, state and federal laws. A copy of the material label and a copy of the MSDS information for each chemical to be used on a site must be submitted to the Code Enforcement Unit prior to commencement of any nuisance abatement work.
- b. All equipment required to perform all work is to be supplied by the contractor. The equipment is to be designed for or suited to lot clearing tasks. All equipment is to be kept clean, sharp and in good working order. Upon specific request by the Code Enforcement Unit, the contractor shall supply a current list of equipment used on City assigned work. This list might be required to include the item, model, manufacturer, year of manufacture and the serial number. The Code Enforcement Unit shall have the right to reject the use of any specific piece of contractor supplied equipment for any reason and at any time.
- c. All debris and waste removed from a job site is to be disposed of at a Broward County landfill or at an approved waste transfer station. All local, state and federal laws shall be adhered to by the contractor regarding all waste, including special requirements for hazardous waste. Dump receipts will be required for payment of invoices.
- d. The contractor **must** maintain at all times while under contract with the City, a current and valid **Tree Trimming Certificate, City and County Business Tax Receipt, and/or licenses**, as applicable. Licensing information should be supplied with your bid.

- e. Mobilization Fee -- Contractor, after receiving a City Purchase Order, is to contact the Code Enforcement Inspector for final authorization to commence work. If, after receiving final authorization from the Code Enforcement Inspector, the contractor arrives at the job location and determines that another party has already performed the work specified by the City, the contractor is to immediately inform the Code Enforcement Inspector of the situation by telephone. If the contractor goes to the job location, and incurs costs (wages, fuel, etc.), but does not perform the specified work, the contractor may invoice a mobilization fee not to exceed \$50.00 to cover such costs. Such mobilization fee will be included in the City's assessment notice to the property owner.

4. Site Inspection for Bidding

All bidders shall personally inspect each nuisance abatement site before submitting a bid. Bidders are cautioned that each site may contain differing types of violations (mowing, dumping, etc.), and therefore may require differing amounts of clean up work.

**The street in front of some lots are marked with green or pink paint to approximate boundaries.**

SECTION II - PROPOSAL

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

The location lump sum price stated below includes all work required, as is applicable at each location, as outlined in the bid specifications, Section C, Pricing:

Contact Inspector **Dick Huston**, Code Enforcement Unit, Broward County Sheriff's Office District 11, at (954) 786-4361 ext 218 or (954) 459-1361, for directions and assistance with these sites.  
**(Tuesday, Wednesday, Thursday, Friday & Saturday 8:00 am to 4:30 p.m.)**

<b>Address/Description of Work</b>	<b>Bid Price</b>
1) <b>3060 N.W. 3<sup>RD</sup> Street, Pompano Beach</b>  Remove all garbage and refuse. Remove all discarded unused objects and or equipment. Mow and trim grass and weeds completely to property lines.	\$ _____
2) <b>2649 N.W. 10<sup>TH</sup> Street, Pompano Beach</b>  Remove all garbage and refuse Remove all horticultural debris.. Remove all discarded unused objects and or equipment. Remove all vegetation that is encroaching onto or over the street. Remove all vegetation that is encroaching onto or over the sidewalk.. Mow and trim grass and weeds completely to property lines.	\$ _____
3) <b>1961 N.W. 28<sup>TH</sup> Avenue, Pompano Beach</b>  Remove all horticultural debris Remove or treat all stagnant water.. Remove all vegetation that is encroaching onto or over the street. Mow and trim grass and weeds completely to property lines.	\$ _____
4) <b>5016 N.E. 19<sup>th</sup> Avenue, Pompano Beach</b>  Remove all unauthorized construction debris. Remove all garbage and refuse. Remove all horticultural debris. Remove or treat all stagnant water until clear Remove all discarded unused objects and or equipment. Mow and trim grass and weeds completely to property lines.	\$ _____

State completion time after receipt of order \_\_\_\_\_ calendar days  
**(no more than ten days)**

Name & address of company submitting quotation:

.....  
.....  
..... zip .....

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

Telephone #: .....

“Fax” #: .....

Pager #: .....

Cell Phone #: .....

Occupational License Number: .....

**Manual signature of company officer: .....**

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

Signature (typed or printed): .....

Title of signer: .....

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 \_\_\_\_\_

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.

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. **Facilities**
- The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
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 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.

**STATEMENT OF NO RESPONSE**

If you **do not intend to bid/quote** on this requirement, please complete and return this form by the bid/quote opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3<sup>rd</sup> Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid/quote, 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/quote 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 \_\_\_\_\_