



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

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**INVITATION TO BID P-15-21  
SCHOOL CROSSING GUARD SERVICES**

February 22, 2021

The City of Pompano Beach is currently seeking bids for Citywide School Crossing Guard Services, as specified herein. **BIDS WILL BE RECEIVED UNTIL 2:00 p.m. (local), March 29, 2021** in the City's eBid system.

Responses must be submitted electronically through the eBid System on or before the due date/time stated above. Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents. Once opened, the results will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are two (2) sections in this solicitation: Specifications/Special Conditions, and General Conditions. Please read all sections thoroughly. Complete your response in accordance with the instructions. Failure to do so may result in the rejection of your response.

**SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS**

A. Basis of Award:

Award will be made to the lowest responsive, responsible bidder based on the low bid for the sum total of the supervisor and crossing guard hourly rates above the minimum wage. City will enter into a contract similar to the sample contract attached, and City reserves the right to make modifications to the Contract term and Scope as needed.

- B. Responsibility Documentation: Bidders must have prior experience of at least two (2) years conducting the same services for a City or Village of similar size to the City of Pompano Beach. Bidder must provide one or more verifiable client reference(s) to the City with their bid submittal. If the Bidder fails to provide references, or if the City is unable to reach a reference after 3 attempts, the City may deem the Bidder non-

responsible. Bidder shall have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

- C. Intent: Within the City of Pompano Beach limits, there are twelve (12) schools, which include ten (10) elementary schools and two (2) middle schools, that require the service of crossing guards at multiple street crossing to ensure the walkers get safely across the street. The City is seeking bids from qualified Bidders to provide crossing guards at pre-specified locations throughout the City of Pompano Beach. The awarded Bidder shall be fully responsible for the supervision of said personnel in accordance with contract scope, tasks and deliverables and terms and conditions.

D. Detail Specifications

**Locations**

The locations of each crossing guard post are located within the School Crossing Location exhibit attached to this solicitation.

**Tasks/Deliverables**

Bidder shall provide all school crossing guard services at the twelve (12) schools with sixty-five (65) post locations specified in the Location attachment. Bidder shall be required to provide coverage at the locations set forth in Location attachment for a total of approximately 210 days per year. In addition, City reserves the right to increase or decrease the number of crossing locations to be staffed and Bidder agrees to be flexible and provide guards for the hours needed on the instructions of appropriate City personnel. City will provide Bidder with specific school year and summer dates when they are made available.

A maximum of four (4) hours daily coverage (which will vary slightly with each school) shall be scheduled and compensated so that guards are available to provide school crossing services a minimum for one (1) hour before the start of the designated school start time and one-half (1/2) hour after the close of the designated school.

**Daily Field Supervision.** Bidder shall provide three (3) experienced field supervisors overseeing the work of the guards that are on duty. All supervisory personnel shall be certified school crossing guards. Field supervisors are responsible to ensure that all crossing posts are properly staffed at all times as required by the City. A maximum of six (6) hours daily will be paid for each supervisor.

**Guard Back Up.** Bidder shall provide each working school crossing guard with the name and telephone number of a back-up in case the working guard cannot be at their post. Bidder shall ensure that the back-up guard has had full training and is familiar with the specific crossing location.

**Equipment.** Bidder shall be responsible to supply all equipment necessary for the crossing guards to perform their duties, including, but not limited to the following equipment for each guard: a hand-help retroreflective stop sign, a fluorescent and retroreflective safety vest, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the Bidder's responsibility. Any required personal protective equipment, such as masks, gloves, etc. shall be provided by Bidder and be their sole responsibility.

**Answering Service.** Bidder shall provide a 24-hour answering service for its employees to ensure all crossing guard locations are fully staffed.

**Staffing Requirements.** Bidder shall be responsible for hiring and managing its own employees. Staff shall be neat, clean, well-groomed, courteous and at least eighteen (18) years of age. At the City's request, Bidder agrees to remove any employee and substitute an acceptable person at that crossing post.

City reserves the right, at its sole discretion, to require Bidder to immediately remove any employee the City deems careless, incompetent, insubordinate or otherwise objectionable and who's continued performance of the work is in the City's best interest and substitute same with an acceptable replacement.

Contractor shall provide City with a list of names and training dates of all guards, back-up guards and field supervisors. Changes to the lists shall be provided to the City within forty-eight (48) hours after such change occurs.

**Criminal background History Check:** The Bidder shall conduct a State of Florida and national criminal background history check on all school crossing guards, supervisors and trainers assigned to this contract, including sexual predator and sexual offender checklists. The Bidder shall provide the City with proof and the results of all background checks for by any staff assigned to this contract, prior to employment. Use of any employee, who have not successfully passed the criminal background check, may result in rejection of invoices for services and shall serve as grounds for termination of contract. Bidder must report to the City any employee, that is assigned to this contract, any criminal charges brought against them immediately. Annual criminal background history checks and re-checks for all staff assigned as guards and supervisors shall be required each summer prior to the commencement of the school year in August. All background check costs shall be the sole responsibility of the Bidder.

**Training.** Bidder shall be responsible to ensure that all persons employed as crossing guards and supervisors receive proper training as required by law. Bidder may perform the training with its own staff, if they are certified crossing guard trainees, or sub-contract the work to certified trainers 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 Statute, as amended, which consists of, a

minimum, both classroom and field training. Training shall be conducted by certified school crossing guard trainers.

Bidder shall provide at least one (1) training/re-training session per year which shall be attended by all Bidder's employees. Any additional training, such as training of new employees, shall be the Bidder's sole responsibility and cost.

**Compensation.** The hourly charge offered and accepted must remain firm, and shall remain consistent throughout each school year for which the agreement is in effect, 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 –thru directly to the Bidders' employees. The increase in rates due to the change in Minimum Wage Rate (Federal or State) shall take effect at the beginning of the new school year. No administrative or overhead costs of any kind may be added to such increase.

Contractor may request an increase to the hourly charge rates to the City. Such a request shall contain a detailed narrative as to the reason for the request, which, may include but is not limited to, increase in local labor rates above minimum wage and unforeseen cost increases. The City will use the latest National Consumer Price Index (CPI) for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indices or data of similar type to determine the validity of the requested increase. Adjustments shall not result in a decrease in the annual base contract amount; no increase shall be less than one percent (1%) or be over five percent (5%) in any one (1) year. If such index is discontinued during the Term and there is no successor index, "CPI" shall mean such other index as the Parties shall mutually agree as reasonably replacing such index.

Any requested adjustment shall be fully documented and submitted to the City at least one hundred and twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the anniversary date of the contract.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreased are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with ninety (90) days written notice or it may not be renewed.

**Daily Time Sheets.** Bidder shall maintain a daily sheet with signature of the employee on each work shift and location of their guard post. A copy of this log will be submitted to the City on a weekly basis.

**Invoices.** Bidder will invoice the City on a monthly basis. Each invoice shall be accompanied by a time sheet detailing all employee's time logged for the invoice period. The time sheet must list each guard by name, location and daily hours worked.

Invoices will be paid by the City within twenty (20) days of receipt of invoices, except for items questioned. The Bidder shall prepare verification data for the amount claimed and provide complete cooperation during the investigation of any areas in the invoice subject to question.

**Complaints/Accidents.** Bidder shall promptly respond to complaints about its employees from the City and timely take appropriate disciplinary action as warranted by the circumstances.

Bidder shall promptly notify City via written notice of any accidents occurring at the school crossing locations during their scheduled work hours which involve a student.

**Transition from Existing Contract.** It is the City's desire that the awarded Bidder coordinate with the current provider to offer the persons currently employed as crossed guards first consideration for any available crossing guard work in accordance with the awarded Bidder's employment terms and conditions

**Stop Work Order.** The City may order that all or part of the work stop if the City determines that it is in its best interest, reasons may include, but are not limited to, pandemics, acts of nature, and emergency closures. This provision does not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Contractor to the City. If this provision is invoked, the City shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the City. When City determines that the work can resume it will notify the Contractor in writing to allow resumption of the work.

**School Year Schedule.** It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The Contract Administrator will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

- a. Regular School Year: The Regular School Year (consisting of 180 school days) typically begins in mid-August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.
- b. Extended School Year (a/k/a Summer School): The Extended School Year typically begins in July and is in session for approximately 30 days.

E. Contract Period

The initial contract period shall be for five years, commencing upon execution of a contract by the City or the end of the current City agreement. City reserves the right to add option(s) for renewal to the contract at its sole discretion.

F. Items/Grouping

Bidders must submit a pricing to both line items to be considered responsible.

G. Pricing

Bidder shall provide 65 guards and 3 supervisors to be paid at an hourly rate equal to the current minimum wage (State or Federal whichever is higher) plus a mark up for guards and for supervisors as indicated below:

**Guards: Minimum wage plus \$ \_\_\_\_ per hour.**

**Supervisors: Minimum wage plus \$ \_\_\_\_ per hour.**

**The above shall incorporate all costs, including but not limited to, insurance, materials, travel, overhead, etc. to provide the above described school crossing guard services. The City will only approve adjustments as provided in the detailed specifications above.**

H. Service Test Period

If the Bidder has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Bidder can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Bidder or to select another Bidder (if applicable).

I. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their response, 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 proposal. Addenda will be posted to the solicitation in the eBid System.

## **SECTION II - GENERAL TERMS AND CONDITIONS**

### **Local Business Participation**

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

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: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

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, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their 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.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing 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. This documentation shall be provided to the City Commission for acceptance.

The awarded proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.
  - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.



3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

Note: While no goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

Note: If the total dollar value of this solicitation exceeds \$50,000, the required goal will be 10% for Local Vendor participation. Failure to meet Local Vendor Goal commitments will result in “unsatisfactory” compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

### Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager. If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- 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) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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 as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- (2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
<b>XX premises - operations</b>	<b>bodily injury and property damage</b>
— <b>explosion &amp; collapse</b>	
hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

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**REAL & PERSONAL PROPERTY**

comprehensive form Agent must show proof they have this coverage.

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<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
<input type="checkbox"/> other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

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<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
<input type="checkbox"/> * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

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<b>CYBER LIABILITY</b>		Per Occurrence	Aggregate
<input type="checkbox"/> * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
<input type="checkbox"/>	Network Security / Privacy Liability		
<input type="checkbox"/>	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
<input type="checkbox"/>	Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)		
<input type="checkbox"/>	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

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C. Employer’s Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

J. Financial Responsibility

The City reserves the right to request additional information to ensure the bidder is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post solicitation opening, and prior to evaluation that demonstrates the Bidder's ability to perform the resulting contract and provide the required materials and/or services.

K. Questions And Communication

All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE SOLICITATION IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

- Acknowledgment Addenda
- Delivery time after receipt of order
- Will your company agree to provide additional items at the awarded contract price? If so, state the time period in calendar days applicable for such additional purchases:
- Is your company a Local Business located within the City of Pompano Beach city limits? (A copy of your current City of Pompano Beach Business Tax receipt may be requested.)
- State location for obtaining parts and service during and after the warranty period:
- Will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note: Optional, agreement not required for contract award.)
- 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
- Drug-Free Workplace - Whenever two or more responses which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a response received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

- 1. Submission and Receipt of Bids
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- 1.1. Bidders must use the forms furnished by the City.
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- 1.2. Bids must submit their response via the eBid System.
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- 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
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- 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
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- 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
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- 1.6. Late bids will not be considered.
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- 1.7. Bids transmitted by email or facsimile will not be accepted.
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- 2. Completion of Bid Forms
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- Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
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- 3. Electronic Signature
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- Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
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- 4. Prices to be Firm
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- 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.
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- 5. Extensions
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- If there is an error in extensions (mathematical calculations), unit prices will prevail.
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- 6. Delivery
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- 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 attribute in the eBid System for consideration of award of this bid.
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- 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.)
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#### 7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System 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

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- 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.

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- 12. Acceptance of Materials

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- 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.

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- 13. Manufacturers' Certifications

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

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- 14. Copyrights and Patent Rights

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- 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.

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- 15. Taxes

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- 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.

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- 16. Conflict of Instructions

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

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- 17. Exceptions to Specifications

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- 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.

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- 18. Warranties

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- 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.

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- 19. Retention of Records and Right to Access Clause

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- 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.

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- 20. Qualifications/Inspection

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

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- 21. Anti-collusion Statement

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- 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.

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- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named 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.

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22. 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.

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23. Interpretations

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

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24. Bid Tabulations

Tabulations are posted in the City's eBid System. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

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25. 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.

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26. 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.

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27. 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.

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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:

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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.

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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.

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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).

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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.

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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.

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

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28. 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.



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- 29. Optional Contract Usage
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- 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.
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- 30. Non Discrimination
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- 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.
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- 31. Notice To Contractor
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- 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.
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- 32. Costs Incurred by Bidders
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- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.