

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____
Insurance Required: Yes _____ No _____
Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____
Agency Address: _____
Agency Contact: _____ Email _____
Telephone: _____ Fax: _____



City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060

July 29, 2025

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: (561) 277-9491

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the Renewal 1 prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract. *4 CPI increase as attached.*

☐ I am unable to provide a one-year extension of the subject contract.

[Signature]
Signature

7-30-2025
Date

Raymond R. Bowden
Name (print)

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited



Sign in



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AI Overview



The most recent Consumer Price Index (CPI) data, for June 2025, indicates a **2.7% increase over the 12-month period ending in June**. This is up from a 2.4% increase for the 12 months ending in May. The CPI for all items less food and energy rose by 2.9% over the past 12 months, while shelter prices increased by 3.8%. [↗](#)

Show more ▼



Bureau of Labor Statistics (.gov)
<https://www.bls.gov>

Consumer Price Index Summary - 2025 M06 Results

The all items index rose 2.7 percent for the 12 months ending June, after rising 2.4 percent over the 12 months ending May. The all items less food and energy ...

[U. S. city average, by](#)

[CPI supplemental files page](#)

[U. S. city average, by detailed...](#)

[U. S.](#)

People also ask

What is the CPI forecast for 2025?



What is the CPI for June 2025?





**City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060**

June 6, 2024

Harvey Schneider, Manager
FWR, LLC
9651 NW 89th Avenue
Medley, FL 33178

Via Facsimile: (305) 805-0034 and Email: harveyfloridawood@gmail.com

Dear Mr. Schneider,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

Signature

Date

Harvey Schneider
Name (print)

7/30/25



**City of Pompano Beach, Purchasing Division
1010 N.E. 3rd Avenue
Pompano Beach, Florida, 33060**

July 24, 2025

Danielle Rhoden, President
IAMWHOIAM, LLC
425 SE 1st Street, # 1001
Pompano Beach, FL 33060

Via Email iamwhoiamcompany@gmail.com

Dear Ms. Rhoden,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms, and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew, you must return this form to the Purchasing Division (fax 954-786-4168) by August 4, 2025. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786 - 4099. This renewal will be for one year from September 26, 2025, to September 25, 2026.

Thank you for your continued cooperation.

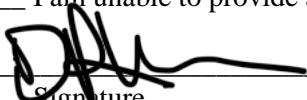
Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.



Signature

07/30/2025
Date

Danielle Rhoden
Name (print)

| | |
|---------------------|----------------------------|
| Event Number | E-28-23 |
| Event Title | MULCH |
| Event Type | ITB |
| Issue Date | 9/8/2023 12:32:19 AM (ET) |
| Close Date | 9/14/2023 02:00:00 PM (ET) |

| Responding Supplier | City | State | Response Submitted | Lines Responded |
|----------------------------|--------------------|--------------|----------------------------|------------------------|
| FWR,LLC | Medley | FL | 9/14/2023 01:41:58 PM (ET) | 17 |
| East Coast Mulch | Jupiter | FL | 9/13/2023 11:03:10 AM (ET) | * |
| Advanced Mulch, Inc. | Palm Beach Gardens | FL | 9/13/2023 12:30:11 PM (ET) | ** |
| IAMWHOIAM, LLC | Pompano Beach | FL | 9/14/2023 01:44:19 PM (ET) | 33 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was:

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | ADVANCED MULCH INC** | | IAMWHOIAM, LLC | |
|------|-----------------------------------------------------------------------|-------|------|---------|--------------|-------------------|--------------|----------------------|----------|----------------|----------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 1 | Group 1: Broward County | 1 | EA | | | | | | | | |
| 1.1 | Item A: Mulch, bulk, delivered, red | 2507 | CY | 30.00 | \$75,210.00 | \$28.56 | \$71,599.92 | ** | ** | \$35.50 | \$88,998.50 |
| 1.2 | Item B: Mulch, bulk, delivered, brown | 5650 | CY | 30.00 | \$169,500.00 | \$28.56 | \$161,364.00 | ** | ** | \$35.50 | \$200,575.00 |
| 1.3 | Item C: Mulch, bulk, delivered, gold | 168 | CY | 31.80 | \$5,342.40 | \$34.91 | \$5,864.88 | ** | ** | \$35.50 | \$5,964.00 |
| 1.4 | Item E: Mulch, bagged, delivered, red | 17000 | bags | 2.50 | \$42,500.00 | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 1.5 | Item F: Mulch, bagged, delivered, brown | 6040 | bags | 2.50 | \$15,100.00 | No Bid | | No Bid | | \$3.35 | \$20,234.00 |
| 1.6 | Item G: Mulch, bagged, delivered, gold | 3000 | bags | 2.50 | \$7,500.00 | No Bid | | No Bid | | \$3.35 | \$10,050.00 |
| 1.7 | Item H: Mulch, bagged, delivered, Melaleuca | 21270 | bags | No Bid | | No Bid | | No Bid | | \$3.35 | \$71,254.50 |
| 1.8 | Item I: Mulch, rubber, bagged, delivered, supersacks | 30 | each | No Bid | | No Bid | | No Bid | | \$1,000.00 | \$30,000.00 |
| 1.9 | Item J: Engineered wood fiber, bulk, installed per cubic yards | 6580 | CY | No Bid | | \$50.77 | \$334,066.60 | No Bid | | \$152.50 | \$1,003,450.00 |
| 1.10 | Item K: Playground safety wood chips, bulk, installed per cubic yards | 6020 | cy | No Bid | | No Bid | | ** | ** | \$152.50 | \$918,050.00 |
| 1.11 | Item L: mulch, bulk, installed, red, per cubic yard | 20020 | CY | No Bid | | \$31.73 | \$635,234.60 | ** | ** | \$105.00 | \$2,102,100.00 |
| 1.12 | Item M: mulch, bulk, installed, brown, per cubic yard | 5400 | CY | No Bid | | \$31.73 | \$171,342.00 | ** | ** | \$105.00 | \$567,000.00 |
| 1.13 | Item N: mulch, bulk, installed, gold, per cubic yard | 2550 | CY | No Bid | | \$31.73 | \$80,911.50 | ** | ** | \$105.00 | \$267,750.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | ADVANCED MULCH INC | | IAMWHOIAM, LLC | |
|------|----------------------------------------------------------------------|-------|------|---------|-------------|-------------------|--------------|--------------------|----------|----------------|--------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 2 | Group 2: Miami-Dade County | 1 | EA | | | | | | | | |
| 2.1 | Item A: Mulch, bulk, delivered, red | 100 | CY | \$30.00 | \$3,000.00 | \$37.02 | \$3,702.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.2 | Item B: Mulch, bulk, delivered, brown | 900 | CY | \$30.00 | \$27,000.00 | \$37.02 | \$33,318.00 | No Bid | | \$35.50 | \$31,950.00 |
| 2.3 | Item C: Mulch, bulk, delivered, gold | 100 | CY | \$30.00 | \$3,000.00 | \$44.43 | \$4,443.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.4 | Item D: Mulch, bulk, delivered, Melaleuca | 4066 | CY | No Bid | | \$37.02 | \$150,523.32 | No Bid | | \$40.50 | \$164,673.00 |
| 2.5 | Item E: Mulch, bagged, delivered, red | 17000 | bags | \$2.50 | \$42,500.00 | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 2.6 | Item F: Mulch, bagged, delivered, brown | 8440 | bags | \$2.50 | \$21,100.00 | No Bid | | No Bid | | \$3.35 | \$28,274.00 |
| 2.7 | Item G: Mulch, bagged, delivered, gold | 1000 | bags | \$2.50 | \$2,500.00 | No Bid | | No Bid | | \$3.35 | \$3,350.00 |
| 2.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 550 | cy | No Bid | | \$79.34 | \$43,637.00 | ** | ** | \$155.00 | \$85,250.00 |
| 2.9 | Item M: mulch, bulk, installed, brown, per cubic yard | 500 | CY | No Bid | | \$74.05 | \$37,025.00 | No Bid | | \$105.00 | \$52,500.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | Advanced Mulch Inc** | | IAMWHOIAM, LLC | |
|------|----------------------------------------------------------------------|-------|------|---------|--------------|-------------------|--------------|----------------------|----------|----------------|--------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 3 | Group 3: Palm Beach County | 1 | EA | | | | | | | | |
| 3.1 | Item A: Mulch, bulk, delivered, red | 11300 | CY | \$32.00 | \$361,600.00 | \$28.56 | \$322,728.00 | ** | ** | \$35.50 | \$401,150.00 |
| 3.2 | Item B: Mulch, bulk, delivered, brown | 800 | CY | \$32.00 | \$25,600.00 | \$28.56 | \$22,848.00 | ** | ** | \$35.50 | \$28,400.00 |
| 3.3 | Item C: Mulch, bulk, delivered, gold | 15000 | CY | \$32.00 | \$480,000.00 | \$37.02 | \$555,300.00 | ** | ** | \$35.50 | \$532,500.00 |
| 3.4 | Item D: Mulch, bulk, delivered, Melaleuca | 1000 | CY | No Bid | | \$28.56 | \$28,560.00 | No Bid | | \$40.50 | \$40,500.00 |
| 3.5 | Item E: Mulch, bagged, delivered, red | 1660 | bags | \$2.70 | \$4,482.00 | No Bid | | No Bid | | \$3.35 | \$5,561.00 |
| 3.6 | Item F: Mulch, bagged, delivered, brown | 2160 | bags | \$2.70 | \$5,832.00 | No Bid | | No Bid | | \$3.35 | \$7,236.00 |
| 3.7 | Item J: Engineered wood fiber, bulk, installed per cubic yard | 5700 | CY | No Bid | | \$50.77 | \$289,389.00 | No Bid | | \$155.00 | \$883,500.00 |
| 3.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 800 | cy | No Bid | | No Bid | | ** | ** | \$155.00 | \$124,000.00 |
| 3.9 | Item L: mulch, bulk, installed, red, per cubic yard | 5000 | cy | No Bid | | \$31.73 | \$158,650.00 | ** | ** | \$102.50 | \$512,500.00 |
| 3.10 | Item M: mulch, bulk, installed, brown, per cubic yard | 1500 | CY | No Bid | | \$31.73 | \$47,595.00 | ** | ** | \$105.00 | \$157,500.00 |
| 3.11 | Item N: mulch, bulk, installed, gold, per cubic yard | 50 | CY | No Bid | | \$40.20 | \$2,010.00 | ** | ** | \$105.00 | \$5,250.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

| Lines | Attribute Name | FWR,LLC | East Coast Mulch* | Advanced Mulch, Inc. | IAMWHOIAM, LLC |
|--------------|--------------------------------------------------------------------------------|----------------|--------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------|
| 1 | Delivery Time After Receipt of Order | 10 | 4 | 7 | 3 |
| 2 | Additional Items at Awarded Contract Price | 90 | 4 | 7 | 60 |
| 3 | Extension of prices, terms and conditions to other governmental entities | Yes | Yes | Yes | Yes |
| 4 | Conflict of Interest | No | No | No | No |
| 5 | Drug-Free Workplace | Yes | Yes | Yes | Yes |
| 6 | Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount) | Certified | Certified | Certified | Certified |
| 7 | Acknowledgement of Addenda | Yes | Yes | Yes | Yes |
| 8 | Terms & Conditions | Agree | Agree | Agree | Agree |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 100 yard min | 60 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 2.7% price increase from 2025 to 2026 was permitted, as the year-on-year CPI was 2.7%.

**Advanced Mulch declined to renew.

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____
Insurance Required: Yes _____ No _____
Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____
Agency Address: _____
Agency Contact: _____ Email _____
Telephone: _____ Fax: _____



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

June 6, 2024

Dawn Corrado, Vice President
Advanced Mulch, Inc.
PO Box 32943
Palm Beach Gardens, Florida 33420

Via Email: dawncorrado@advancedmulch.com and Facsimile: (561) 733-4115

Dear Ms. Corrado,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☐ I hereby agree to a one-year extension of the subject contract.

☒ I am unable to provide a one-year extension of the subject contract.

Dawn Corrado, V.P.
Signature
DAWN CORRADO, V.P.
Name (print)

6/19/24
Date



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

June 6, 2024

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: ~~(561) 277-9491~~

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract. * with CPI increase - 3% (see Attached).

☐ I am unable to provide a one-year extension of the subject contract.

George Henry
Signature

George Henry
Name (print)

6/11/2024
Date

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

Not seasonally adjusted CPI measures


The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 313.548 (1982-84=100). For the month, the index increased 0.4 percent prior to seasonal adjustment. May 15, 2024

★ <https://www.bls.gov/cpi> PDF

Consumer Price Index - April 2024 - Bureau of Labor Statistics

MORE RESULTS

What is the current CPI%? 

What is the current inflation rate today? 

Here's Why It Matters. Inflation increased 3.4% in April 2024 from a year ago. Understanding what inflation is, why it matters and how to handle it can help when making financial decisions. May 15, 2024

 <https://www.nerdwallet.com/article>

The Current Inflation Rate is 3.4%. Here's Why It Matters - NerdWallet



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

June 6, 2024

Harvey Schneider, Manager
FWR, LLC
9651 NW 89th Avenue
Medley, FL 33178

Via Facsimile: (305) 805-0034 and Email: harveyfloridawood@gmail.com

Dear Mr. Schneider,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

Signature

Name (print)

Date

6/7/24

Harvey Schneider
Harvey Schneider



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

June 6, 2024

Danielle Rhoden, President
IAMWHOIAM, LLC
425 SE 1st Street, # 1001
Pompano Beach, FL 33060

Via Email iamwhoiamcompany@gmail.com

Dear Ms. Rhoden,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.


Signature

06/12/24
Date

Danielle Rhoden
Name (print)

| | |
|---------------------|----------------------------|
| Event Number | E-28-23 |
| Event Title | MULCH |
| Event Type | ITB |
| Issue Date | 9/8/2023 12:32:19 AM (ET) |
| Close Date | 9/14/2023 02:00:00 PM (ET) |

| Responding Supplier | City | State | Response Submitted | Lines Responded |
|----------------------------|--------------------|--------------|----------------------------|------------------------|
| FWR,LLC | Medley | FL | 9/14/2023 01:41:58 PM (ET) | 17 |
| East Coast Mulch | Jupiter | FL | 9/13/2023 11:03:10 AM (ET) | * |
| Advanced Mulch, Inc. | Palm Beach Gardens | FL | 9/13/2023 12:30:11 PM (ET) | ** |
| IAMWHOIAM, LLC | Pompano Beach | FL | 9/14/2023 01:44:19 PM (ET) | 33 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | ADVANCED MULCH INC** | | IAMWHOIAM, LLC | |
|------|-----------------------------------------------------------------------|-------|------|---------|--------------|-------------------|--------------|----------------------|----------|----------------|----------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 1 | Group 1: Broward County | 1 | EA | | | | | | | | |
| 1.1 | Item A: Mulch, bulk, delivered, red | 2507 | CY | 30.00 | \$75,210.00 | \$27.81 | \$69,719.67 | ** | ** | \$35.50 | \$88,998.50 |
| 1.2 | Item B: Mulch, bulk, delivered, brown | 5650 | CY | 30.00 | \$169,500.00 | \$27.81 | \$157,126.50 | ** | ** | \$35.50 | \$200,575.00 |
| 1.3 | Item C: Mulch, bulk, delivered, gold | 168 | CY | 31.80 | \$5,342.40 | \$33.99 | \$5,710.32 | ** | ** | \$35.50 | \$5,964.00 |
| 1.4 | Item E: Mulch, bagged, delivered, red | 17000 | bags | 2.50 | \$42,500.00 | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 1.5 | Item F: Mulch, bagged, delivered, brown | 6040 | bags | 2.50 | \$15,100.00 | No Bid | | No Bid | | \$3.35 | \$20,234.00 |
| 1.6 | Item G: Mulch, bagged, delivered, gold | 3000 | bags | 2.50 | \$7,500.00 | No Bid | | No Bid | | \$3.35 | \$10,050.00 |
| 1.7 | Item H: Mulch, bagged, delivered, Melaleuca | 21270 | bags | No Bid | | No Bid | | No Bid | | \$3.35 | \$71,254.50 |
| 1.8 | Item I: Mulch, rubber, bagged, delivered, supersacks | 30 | each | No Bid | | No Bid | | No Bid | | \$1,000.00 | \$30,000.00 |
| 1.9 | Item J: Engineered wood fiber, bulk, installed per cubic yards | 6580 | CY | No Bid | | \$49.44 | \$325,315.20 | No Bid | | \$152.50 | \$1,003,450.00 |
| 1.10 | Item K: Playground safety wood chips, bulk, installed per cubic yards | 6020 | cy | No Bid | | No Bid | | ** | ** | \$152.50 | \$918,050.00 |
| 1.11 | Item L: mulch, bulk, installed, red, per cubic yard | 20020 | CY | No Bid | | \$30.90 | \$618,618.00 | ** | ** | \$105.00 | \$2,102,100.00 |
| 1.12 | Item M: mulch, bulk, installed, brown, per cubic yard | 5400 | CY | No Bid | | \$30.90 | \$166,860.00 | ** | ** | \$105.00 | \$567,000.00 |
| 1.13 | Item N: mulch, bulk, installed, gold, per cubic yard | 2550 | CY | No Bid | | \$30.90 | \$78,795.00 | ** | ** | \$105.00 | \$267,750.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | ADVANCED MULCH INC | | IAMWHOIAM, LLC | |
|------|----------------------------------------------------------------------|-------|------|---------|-------------|-------------------|--------------|--------------------|----------|----------------|--------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 2 | Group 2: Miami-Dade County | 1 | EA | | | | | | | | |
| 2.1 | Item A: Mulch, bulk, delivered, red | 100 | CY | \$30.00 | \$3,000.00 | \$36.05 | \$3,605.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.2 | Item B: Mulch, bulk, delivered, brown | 900 | CY | \$30.00 | \$27,000.00 | \$36.05 | \$32,445.00 | No Bid | | \$35.50 | \$31,950.00 |
| 2.3 | Item C: Mulch, bulk, delivered, gold | 100 | CY | \$30.00 | \$3,000.00 | \$43.26 | \$4,326.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.4 | Item D: Mulch, bulk, delivered, Melaleuca | 4066 | CY | No Bid | | \$36.05 | \$146,579.30 | No Bid | | \$40.50 | \$164,673.00 |
| 2.5 | Item E: Mulch, bagged, delivered, red | 17000 | bags | \$2.50 | \$42,500.00 | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 2.6 | Item F: Mulch, bagged, delivered, brown | 8440 | bags | \$2.50 | \$21,100.00 | No Bid | | No Bid | | \$3.35 | \$28,274.00 |
| 2.7 | Item G: Mulch, bagged, delivered, gold | 1000 | bags | \$2.50 | \$2,500.00 | No Bid | | No Bid | | \$3.35 | \$3,350.00 |
| 2.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 550 | cy | No Bid | | \$77.25 | \$42,487.50 | ** | ** | \$155.00 | \$85,250.00 |
| 2.9 | Item M: mulch, bulk, installed, brown, per cubic yard | 500 | CY | No Bid | | \$72.10 | \$36,050.00 | No Bid | | \$105.00 | \$52,500.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch* | | Advanced Mulch Inc** | | IAMWHOIAM, LLC | |
|------|----------------------------------------------------------------------|-------|------|---------|--------------|-------------------|--------------|----------------------|----------|----------------|--------------|
| | | | | Unit | Extended | Unit* | Extended* | Unit | Extended | Unit | Extended |
| 3 | Group 3: Palm Beach County | 1 | EA | | | | | | | | |
| 3.1 | Item A: Mulch, bulk, delivered, red | 11300 | CY | \$32.00 | \$361,600.00 | \$27.81 | \$314,253.00 | ** | ** | \$35.50 | \$401,150.00 |
| 3.2 | Item B: Mulch, bulk, delivered, brown | 800 | CY | \$32.00 | \$25,600.00 | \$27.81 | \$22,248.00 | ** | ** | \$35.50 | \$28,400.00 |
| 3.3 | Item C: Mulch, bulk, delivered, gold | 15000 | CY | \$32.00 | \$480,000.00 | \$36.05 | \$540,750.00 | ** | ** | \$35.50 | \$532,500.00 |
| 3.4 | Item D: Mulch, bulk, delivered, Melaleuca | 1000 | CY | No Bid | | \$27.81 | \$27,810.00 | No Bid | | \$40.50 | \$40,500.00 |
| 3.5 | Item E: Mulch, bagged, delivered, red | 1660 | bags | \$2.70 | \$4,482.00 | No Bid | | No Bid | | \$3.35 | \$5,561.00 |
| 3.6 | Item F: Mulch, bagged, delivered, brown | 2160 | bags | \$2.70 | \$5,832.00 | No Bid | | No Bid | | \$3.35 | \$7,236.00 |
| 3.7 | Item J: Engineered wood fiber, bulk, installed per cubic yard | 5700 | CY | No Bid | | \$49.44 | \$281,808.00 | No Bid | | \$155.00 | \$883,500.00 |
| 3.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 800 | cy | No Bid | | No Bid | | ** | ** | \$155.00 | \$124,000.00 |
| 3.9 | Item L: mulch, bulk, installed, red, per cubic yard | 5000 | cy | No Bid | | \$30.90 | \$154,500.00 | ** | ** | \$102.50 | \$512,500.00 |
| 3.10 | Item M: mulch, bulk, installed, brown, per cubic yard | 1500 | CY | No Bid | | \$30.90 | \$46,350.00 | ** | ** | \$105.00 | \$157,500.00 |
| 3.11 | Item N: mulch, bulk, installed, gold, per cubic yard | 50 | CY | No Bid | | \$39.14 | \$1,957.00 | ** | ** | \$105.00 | \$5,250.00 |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

| Lines | Attribute Name | FWR,LLC | East Coast Mulch* | Advanced Mulch, Inc. | IAMWHOIAM, LLC |
|--------------|--------------------------------------------------------------------------------|----------------|--------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------|
| 1 | Delivery Time After Receipt of Order | 10 | 4 | 7 | 3 |
| 2 | Additional Items at Awarded Contract Price | 90 | 4 | 7 | 60 |
| 3 | Extension of prices, terms and conditions to other governmental entities | Yes | Yes | Yes | Yes |
| 4 | Conflict of Interest | No | No | No | No |
| 5 | Drug-Free Workplace | Yes | Yes | Yes | Yes |
| 6 | Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount) | Certified | Certified | Certified | Certified |
| 7 | Acknowledgement of Addenda | Yes | Yes | Yes | Yes |
| 8 | Terms & Conditions | Agree | Agree | Agree | Agree |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 100 yard min | 60 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____
Insurance Required: Yes _____ No _____
Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____
Agency Address: _____
Agency Contact: _____ Email _____
Telephone: _____ Fax: _____

Legislation Details (With Text)

| | | | | | |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------|--------------|--|
| File #: | 23-750 | Version: | 1 | Name: | |
| Type: | Approval Request / Consent Agenda | | Status: | Passed | |
| File created: | 9/12/2023 | In control: | City Commission | | |
| On agenda: | 9/26/2023 | Final action: | 9/26/2023 | | |
| Title: | Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is \$130,000.00. (Fiscal Impact: \$130,000.00.) | | | | |

Sponsors:

Indexes:

Code sections:

Attachments: 1. Purchasing Memo 23-035.pdf, 2. Public Works Memorandum No. 23-024.pdf, 3. Bid Award Recommendation (Advanced Mulch, Inc.).pdf, 4. Bid Award Recommendation (East Coast Mulch).pdf, 5. E-28-23 Tabulation.pdf, 6. E-28-23 Mulch - Cooperative Bid.pdf

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------|--------|--------|
| 9/26/2023 | 1 | City Commission | | |

Approval to award Invitation to Bid E-28-23, Mulch, to the lowest responsive and responsible bidders, Advanced Mulch, Inc., (Item K), and East Coast Mulch, (Items A, B, L, and M), for annual open-end contracts. The estimated annual cost to the City of Pompano Beach for mulch is \$130,000.00. (Fiscal Impact: \$130,000.00.)

(Staff Contact: Robert McCaughan)

Summary Explanation/Background:

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish annual open-end contracts for the purchase of mulch products for grounds maintenance to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City of Pompano Beach issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and (20) twenty other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item as previously described. Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total \$130,000.00. The contract period is one year, commencing upon award by the Commission, with possible contract renewals as stated in the ITB specifications. City Commission approval is requested.

Origin of request for this action: Staff

Fiscal impact and source of funding: \$130,000.00 in as-needed mulch purchases will be made from funds in account 001-3040-530.46-10 Repair and Maintenance / Land Building Improvements.

MEMORANDUM

Purchasing #23-035
September 14, 2023

To: Gregory P. Harrison, City Manager
Through: Carla R. Byrd, General Services Director
From: Jeffrey English, Purchasing Agent
Subject: Award E-28-23 Mulch Cooperative Invitation to Bid

Contract Need/Background

The City of Pompano Beach (City) issued Invitation to Bid (ITB) E-28-23 to establish contracts for the purchase of mulch products, to be ordered as needed. Products included in the ITB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered or installed. The City issued this ITB as the lead agency for the South Florida Governmental Purchasing Cooperative (Cooperative), on behalf of the City and twenty (20) other governmental agencies. Primary bid award is recommended to the lowest responsive and responsible bidder per item in a geographical group. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the City. The City's Public Works Department recommends the primary contract be awarded to East Coast Mulch Corp., the lowest responsive and responsible bidder for items A, B, L, and M and to Advanced Mulch, Inc., the lowest responsive and responsible bidder for item K.

Alternate bid awards are recommended to the remaining responsive bidders and are to be used should the material be unavailable from the primary awardees. All awards are at the unit prices bid per item in its geographical group. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and solicitation document.

Bidders List

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

Number of companies responding with complete bids4

Advertising

The ITB was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The ITB was also posted in the City's eBid system for download by interested companies.

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total \$130,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that a contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items A, B, L, and M), and Advanced Mulch, Inc. Alternate awards are recommended to the second low bidders, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
 Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4107

**City of Pompano Beach
Public Works Department**

Fax: (954) 786-4011

MEMORANDUM NO. 23-024

DATE: September 14, 2023
TO: Carla Byrd, General Services Director
FROM: Anthony Orlando: Grounds Operations Manager *A.O.*
Subject: Award Bid: ITB E-28-23 Mulch- bulk, bagged

On September 14th 2023, the City opened and received bids for the Mulch Cooperative Bid E-28-23. Primary bid award recommended to the low bidders per item and alternate bid awards to the remaining responsive bidders per item.

The ground maintenance Division utilizes over 5000 cubic yards of landscape mulch totaling approximately 130,000 dollars annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3040-530-4610 Repairs & Maintenance / Lands, Buildings, & improvements. Please have the bid award recommendation for this project placed on the agenda at the next available commission meeting.

CC: Rob McCaughan, Director Public Works
Harold Beard, Assistant Director Public Works
Marlason Permenter Grounds Maintenance Supervisor

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item A, B, L, and M

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

1. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10 Requisition #: _____

Title: Repair Maintenance/Land Building Improvemens

2. RECOMMENDATION:

(a) Which bidder do you recommend?

East Coast Mulch

(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: Robert A. McLaughlin Date: 9/14/2023

Title: Public Works Director
(Department Head or Authorized Representative)

REQUEST FOR BID/QUOTE AWARD RECOMMENDATION FORM

From: Purchasing Division Public Works Date 9/14/2023

Department: 3040 Grounds Attn.: _____

Subject: Bid /Quote No. E-28-23 Item/service: Mulch Bid/ Item K

Attached is the Bid/Quote Tabulation for subject item/service requisitioned by your department. Please complete this form in order Purchasing may complete the bid award. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt. If rejecting a low bidder you must explain your reason below, or in an attached memorandum.

I. SOURCE OF FUNDS:

Budgeted Code: 001-3040-530.46-10 Requisition #: _____

Title: Repair& Maintenance/Land Buildings Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Advanced Mulch Inc.

(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: Robert M. Caughan Date: 9/14/2023

Title: Public Works Director
(Department Head or Authorized Representative)

| | |
|---------------------|----------------------------|
| Event Number | E-28-23 |
| Event Title | MULCH |
| Event Type | ITB |
| Issue Date | 9/8/2023 12:32:19 AM (ET) |
| Close Date | 9/14/2023 02:00:00 PM (ET) |

| Responding Supplier | City | State | Response Submitted | Lines Responded |
|----------------------------|--------------------|--------------|----------------------------|------------------------|
| FWR,LLC | Medley | FL | 9/14/2023 01:41:58 PM (ET) | 17 |
| East Coast Mulch | Jupiter | FL | 9/13/2023 11:03:10 AM (ET) | 21 |
| ADVANCED MULCH INC | PALM BEACH GARDENS | FL | 9/13/2023 12:30:11 PM (ET) | 15 |
| IAMWHOIAM, LLC | Pompano Beach | FL | 9/14/2023 01:44:19 PM (ET) | 33 |

| Line | Description | QTY | UOM | FWR,LLC | | East Coast Mulch | | ADVANCED MULCH INC | | IAMWHOIAM, LLC | |
|------|-----------------------------------------------------------------------|-------|------|--------------|--------------------|------------------|---------------------|--------------------|---------------------|-------------------|--------------------|
| | | | | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended |
| 1 | Group 1: Broward County | 1 | EA | | | | | | | | |
| 1.1 | Item A: Mulch, bulk, delivered, red | 2507 | CY | 30.00 | \$75,210.00 | <u>\$27.00</u> | <u>\$67,689.00</u> | \$30.00 | \$75,210.00 | \$35.50 | \$88,998.50 |
| 1.2 | Item B: Mulch, bulk, delivered, brown | 5650 | CY | 30.00 | \$169,500.00 | <u>\$27.00</u> | <u>\$152,550.00</u> | \$30.00 | \$169,500.00 | \$35.50 | \$200,575.00 |
| 1.3 | Item C: Mulch, bulk, delivered, gold | 168 | CY | <u>31.80</u> | <u>\$5,342.40</u> | \$33.00 | \$5,544.00 | \$45.00 | \$7,560.00 | \$35.50 | \$5,964.00 |
| 1.4 | Item E: Mulch, bagged, delivered, red | 17000 | bags | <u>2.50</u> | <u>\$42,500.00</u> | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 1.5 | Item F: Mulch, bagged, delivered, brown | 6040 | bags | <u>2.50</u> | <u>\$15,100.00</u> | No Bid | | No Bid | | \$3.35 | \$20,234.00 |
| 1.6 | Item G: Mulch, bagged, delivered, gold | 3000 | bags | <u>2.50</u> | <u>\$7,500.00</u> | No Bid | | No Bid | | \$3.35 | \$10,050.00 |
| 1.7 | Item H: Mulch, bagged, delivered, Melaleuca | 21270 | bags | No Bid | | No Bid | | No Bid | | <u>\$3.35</u> | <u>\$71,254.50</u> |
| 1.8 | Item I: Mulch, rubber, bagged, delivered, supersacks | 30 | each | No Bid | | No Bid | | No Bid | | <u>\$1,000.00</u> | <u>\$30,000.00</u> |
| 1.9 | Item J: Engineered wood fiber, bulk, installed per cubic yards | 6580 | CY | No Bid | | <u>\$48.00</u> | <u>\$315,840.00</u> | No Bid | | \$152.50 | \$1,003,450.00 |
| 1.10 | Item K: Playground safety wood chips, bulk, installed per cubic yards | 6020 | cy | No Bid | | No Bid | | <u>\$39.78</u> | <u>\$239,475.60</u> | \$152.50 | \$918,050.00 |
| 1.11 | Item L: mulch, bulk, installed, red, per cubic yard | 20020 | CY | No Bid | | <u>\$30.00</u> | <u>\$600,600.00</u> | \$40.00 | \$800,800.00 | \$105.00 | \$2,102,100.00 |
| 1.12 | Item M: mulch, bulk, installed, brown, per cubic yard | 5400 | CY | No Bid | | <u>\$30.00</u> | <u>\$162,000.00</u> | \$40.00 | \$216,000.00 | \$105.00 | \$567,000.00 |
| 1.13 | Item N: mulch, bulk, installed, gold, per cubic yard | 2550 | CY | No Bid | | <u>\$38.00</u> | <u>\$96,900.00</u> | \$60.00 | \$153,000.00 | \$105.00 | \$267,750.00 |

| | | | | FWR,LLC | | East Coast Mulch | | ADVANCED MULCH INC | | IAMWHOIAM, LLC | |
|-----|----------------------------------------------------------------------|-------|------|-----------------------|--------------------|-----------------------|---------------------|-----------------------|--------------------|----------------|--------------|
| 2 | Group 2: Miami-Dade County | 1 | EA | | | | | | | | |
| 2.1 | Item A: Mulch, bulk, delivered, red | 100 | CY | <u>\$30.00</u> | <u>\$3,000.00</u> | \$35.00 | \$3,500.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.2 | Item B: Mulch, bulk, delivered, brown | 900 | CY | <u>\$30.00</u> | <u>\$27,000.00</u> | \$35.00 | \$31,500.00 | No Bid | | \$35.50 | \$31,950.00 |
| 2.3 | Item C: Mulch, bulk, delivered, gold | 100 | CY | <u>\$30.00</u> | <u>\$3,000.00</u> | \$42.00 | \$4,200.00 | No Bid | | \$35.50 | \$3,550.00 |
| 2.4 | Item D: Mulch, bulk, delivered, Melaleuca | 4066 | CY | No Bid | | <u>\$35.00</u> | <u>\$142,310.00</u> | No Bid | | \$40.50 | \$164,673.00 |
| 2.5 | Item E: Mulch, bagged, delivered, red | 17000 | bags | <u>\$2.50</u> | <u>\$42,500.00</u> | No Bid | | No Bid | | \$3.35 | \$56,950.00 |
| 2.6 | Item F: Mulch, bagged, delivered, brown | 8440 | bags | <u>\$2.50</u> | <u>\$21,100.00</u> | No Bid | | No Bid | | \$3.35 | \$28,274.00 |
| 2.7 | Item G: Mulch, bagged, delivered, gold | 1000 | bags | <u>\$2.50</u> | <u>\$2,500.00</u> | No Bid | | No Bid | | \$3.35 | \$3,350.00 |
| 2.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 550 | cy | No Bid | | <u>\$75.00</u> | <u>\$41,250.00</u> | <u>\$75.00</u> | <u>\$41,250.00</u> | \$155.00 | \$85,250.00 |
| 2.9 | Item M: mulch, bulk, installed, brown, per cubic yard | 500 | CY | No Bid | | <u>\$70.00</u> | <u>\$35,000.00</u> | No Bid | | \$105.00 | \$52,500.00 |

| | | | | FWR,LLC | | East Coast Mulch | | ADVANCED MULCH INC | | IAMWHOIAM, LLC | |
|------|----------------------------------------------------------------------|-------|------|----------------|---------------------|------------------|---------------------|--------------------|--------------------|----------------|--------------|
| 3 | Group 3: Palm Beach County | 1 | EA | | | | | | | | |
| 3.1 | Item A: Mulch, bulk, delivered, red | 11300 | CY | \$32.00 | \$361,600.00 | <u>\$27.00</u> | <u>\$305,100.00</u> | \$30.00 | \$339,000.00 | \$35.50 | \$401,150.00 |
| 3.2 | Item B: Mulch, bulk, delivered, brown | 800 | CY | \$32.00 | \$25,600.00 | <u>\$27.00</u> | <u>\$21,600.00</u> | \$30.00 | \$24,000.00 | \$35.50 | \$28,400.00 |
| 3.3 | Item C: Mulch, bulk, delivered, gold | 15000 | CY | <u>\$32.00</u> | <u>\$480,000.00</u> | \$35.00 | \$525,000.00 | \$45.00 | \$675,000.00 | \$35.50 | \$532,500.00 |
| 3.4 | Item D: Mulch, bulk, delivered, Melaleuca | 1000 | CY | No Bid | | <u>\$27.00</u> | \$27,000.00 | No Bid | | \$40.50 | \$40,500.00 |
| 3.5 | Item E: Mulch, bagged, delivered, red | 1660 | bags | <u>\$2.70</u> | <u>\$4,482.00</u> | No Bid | | No Bid | | \$3.35 | \$5,561.00 |
| 3.6 | Item F: Mulch, bagged, delivered, brown | 2160 | bags | <u>\$2.70</u> | <u>\$5,832.00</u> | No Bid | | No Bid | | \$3.35 | \$7,236.00 |
| 3.7 | Item J: Engineered wood fiber, bulk, installed per cubic yard | 5700 | CY | No Bid | | <u>\$48.00</u> | <u>\$273,600.00</u> | No Bid | | \$155.00 | \$883,500.00 |
| 3.8 | Item K: Playground safety wood chips, bulk, installed per cubic yard | 800 | cy | No Bid | | No Bid | | <u>\$38.00</u> | <u>\$30,400.00</u> | \$155.00 | \$124,000.00 |
| 3.9 | Item L: mulch, bulk, installed, red, per cubic yard | 5000 | cy | No Bid | | <u>\$30.00</u> | <u>\$150,000.00</u> | \$40.00 | \$200,000.00 | \$102.50 | \$512,500.00 |
| 3.10 | Item M: mulch, bulk, installed, brown, per cubic yard | 1500 | CY | No Bid | | <u>\$30.00</u> | <u>\$45,000.00</u> | \$40.00 | \$60,000.00 | \$105.00 | \$157,500.00 |
| 3.11 | Item N: mulch, bulk, installed, gold, per cubic yard | 50 | CY | No Bid | | <u>\$38.00</u> | <u>\$1,900.00</u> | \$60.00 | \$3,000.00 | \$105.00 | \$5,250.00 |

| Lines | Attribute Name | FWR, LLC | East Coast Mulch | Advanced Mulch, Inc. | IAMWHOIAM, LLC |
|-------|--------------------------------------------------------------------------------|-----------|-----------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------|
| 1 | Delivery Time After Receipt of Order | 10 | 4 | 7 | 3 |
| 2 | Additional Items at Awarded Contract Price | 90 | 4 | 7 | 60 |
| 3 | Extension of prices, terms and conditions to other governmental entities | Yes | Yes | Yes | Yes |
| 4 | Conflict of Interest | No | No | No | No |
| 5 | Drug-Free Workplace | Yes | Yes | Yes | Yes |
| 6 | Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount) | Certified | Certified | Certified | Certified |
| 7 | Acknowledgement of Addenda | Yes | Yes | Yes | Yes |
| 8 | Terms & Conditions | Agree | Agree | Agree | Agree |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 100 yard min | 60 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |
| 1 | Minimum Order | | Bulk 100 yard min - Installed 25 yard min | 50 cubic yards | Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards |



Florida's Warmest Welcome

**INVITATION TO BID
E-28-23**

MULCH

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

<https://www.pompanobeachfl.gov/meetings>

Issued: September 7, 2023

CITY OF POMPANO BEACH, FLORIDA

INVITATION TO BID

E-28-23

MULCH

The City of Pompano Beach (the “City”) is seeking bids from qualified companies/firms to establish annual Contracts for the purchase of mulch. Sealed bids for Invitation to Bid (ITB) **E-28-23, Mulch** will be received until **2:00:00 p.m. (local), September 14, 2023**. This is a cooperative ITB issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative (Cooperative) agencies for the purchase of each agency’s respective estimated annual requirements for mulch products.

Bids must be submitted electronically through the eBid System on or before the due date and time as provided herein. A list of Bidders will be read aloud in a public forum. Bid openings are open to the public. Check the City’s meetings page at <https://pompanobeachfl.gov/pages/meetings>. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City’s eBid System in order to view the bid documents and respond to this ITB. The ITB documents 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 bids will be tabulated, evaluated, and presented to the appropriate City officials for Contract award.

There are three (3) sections in this Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the ITB in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this ITB, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this Invitation for Bids is to establish annual, open-end Contracts for the purchase of mulch delivered in bulk or in bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency for the Cooperative, and this ITB includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

Initial Contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the Contract's initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the Contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a Contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

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 one hundred twenty (120) days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

The total estimated annual quantity of each item is listed in the line item pricing section. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The quantities provided in this Invitation for Bids are estimates of annual usage to be used for bid comparison purposes only. Mulch will be ordered as needed.

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

G. Delivery

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

Each individual participating agency shall establish delivery requirements, delivery locations, and dates with the Contractor. The Contractor shall await release by the authorized contact person at each agency for all shipments. Contractors must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

H. 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 an addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to check the eBid System to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this ITB in the eBid System.

I. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

J. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

1. **City of Boca Raton**, contact person Jeff Gomez, Purchasing Manager, (561) 393-7872.

Mulch, bulk, delivered, red, est. annual quantity 5,300 cubic yards.

Mulch, bulk, delivered, brown, est. annual quantity 800 cubic yards.

Mulch, bulk, delivered, Melaleuca, est. annual quantity 1,000 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 160 bags.

Mulch, bagged, delivered, brown, est. annual quantity 160 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Playground safety wood chips, installed, est. annual quantity 800 cubic yards.

Mulch, installed, red, est. annual quantity 4,500 cubic yards.

Deliveries/installation to various locations within the City.

2. **City of Boynton Beach**, contact person Chris Pinto, Purchasing Manager, (561) 742-6322.

Mulch, bulk, delivered, brown, est. annual quantity 6,000 cubic yards.

Mulch, bulk, delivered, gold, est. annual quantity 15,000 cubic yards.

Mulch, bagged, delivered, brown, est. annual quantity 500 bags.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 5,000 cubic yards.

Delivery location: 8020 Jog Rd., Boynton Beach, FL 33472

3. **City of Coral Gables**, contact Troy Hall, Golf Parks Superintendent, (305) 962-0310.

Mulch, bulk, delivered, red, est. annual quantity 100 cubic yards.

Mulch, bulk, delivered, gold, est. annual quantity 100 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

Mulch, bagged, delivered, brown, est. annual quantity 1,000 bags.

Playground Safety Wood Chips, bulk, installed, est. annual quantity 150 cubic yards.

Deliveries to various locations within the City.

4. **City of Coral Springs**, contact person Yasmin Teja, Purchasing Agent, (954) 344-1102.

Mulch, bulk, delivered, brown, est. annual quantity 1,500 cubic yards.

- Fibar engineered wood fiber, bulk, installed, est. annual quantity 700 cubic yards.
- Mulch, installed, red, est. annual quantity 3,760 cubic yards.
- Deliveries/installation to various locations within the City.
5. **City of Dania Beach**, contact Carl Kallediaran, Landscape Manager, (954) 924-6800, ext. 2745.
- Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.
- Mulch, installed, red, est. annual quantity 1,260 cubic yards.
- Deliveries to 1201 Stirling Road, Dania Bch.
6. **Town of Davie**, contact person Kevin Montaldi, Superintendent, (954) 327-3943.
- Playground Safety Wood Chips, bulk, installed, est. annual quantity 400 cubic yards.
- Mulch, installed, red, est. annual quantity 200 cubic yards.
- Delivery and/or installation to various locations within the City.
7. **City of Deerfield Beach**, contact person Sandra Francis, (954) 480-4381.
- Fibar engineered wood fiber, bulk, installed, est. annual quantity 400 cubic yards.
- Mulch, installed, brown, est. annual quantity 3,400 cubic yards.
- Installation to various locations within the City.
8. **City of Delray Beach**, contact person Joel Burzynski, Purchasing Agent, (561) 243-7153.
- Mulch, bulk, delivered, red, est. annual quantity 2,500 cubic yards.
- Mulch, bulk, delivered, brown, est. annual quantity 4,000 cubic yards.
- Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.
- Mulch, bagged, delivered, brown, est. annual quantity 4,000 bags.
- Mulch, bulk, delivered, Melaleuca, est. annual quantity 4,000 cubic yards.

Mulch, installed, red, est. annual quantity 2,500 cubic yards.

Mulch, installed, brown, est. annual quantity 4,000 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 4,000 cubic yards.

Deliveries to various locations within the City.

9. **City of Fort Lauderdale**, contact person Robert Dexter, Parks Manager, (954) 828-5262.

Mulch, bulk, delivered, red, est. annual quantity 400 cubic yards.

Mulch, bagged, delivered, brown, est. annual quantity 11,700 bags

Mulch, rubber, bagged, est. annual quantity 5 super sacks.

Playground Safety Wood Chips, installed, est. annual quantity 1,340 cubic yards.

Mulch, installed, brown, est. annual quantity 7,500 cubic yards.

Deliveries to various locations within the City.

10. **City of Hallandale Beach**, contact person Robert Lowery, Procurement Assistant Director, (954) 457-1452.

Mulch, bulk, installed, brown, est. annual quantity 2,000 cubic yards.

Deliveries to various locations within the City.

11. **Town of Hillsboro Beach**, contact person Mac Serda, Town Manager, (954) 427-4011.

Mulch, bagged, delivered, brown, est. annual quantity 300 bags

Deliveries to 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

12. **City of Hollywood**, contacts: Joshua Collazo, Public Works Superintendent, (954) 249-8857.

Mulch, bulk, delivered, red est. annual quantity 400 cubic yards.

Mulch, bulk, delivered, brown est. annual quantity 600 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 300 bags.

Mulch, bagged, delivered, brown, est. annual quantity 100 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 100 bags.

Mulch, Melaleuca, bulk, delivered, est. annual quantity 600 cubic yards.

Mulch, rubber, bagged, delivered, est. annual quantity 300 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 100 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Mulch, installed, brown, est. annual quantity 2,100 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 100 cubic yards.

Delivery/Installation to various locations within the City.

13. Village of Key Biscayne, contact person Todd Hofferberth, (305) 365-5947.

Playground Safety Wood Chips, installed, est. annual quantity 400 cubic yards.

Delivery locations: Village Green, 450 Crandon Blvd., and Key Biscayne K-8 School 601 Ridgewood Rd., Key Biscayne FL 33149.

14. City of Lauderdale, contact person Brian Picnic, Parks Deputy Director, (954) 730-3083.

Mulch, bulk, delivered, red est. annual quantity 30 cubic yards.

Mulch, bulk, delivered, brown est. annual quantity 30 cubic yards.

Mulch, bulk, delivered, Melaleuca est. annual quantity 30 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 1,000 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 30 bags.

Mulch, rubber, bagged, delivered, est. annual quantity 30 super sacks.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 30 cubic yards.

Mulch, bagged, delivered, red, est annual quantity 25,200 bags.

Playground Safety Wood Chips, installed, est. annual quantity 1,030 cubic yards.

Mulch, installed, red, est. annual quantity 1,000 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.

15. **City of Margate**, contact person Spencer Shambray, Purchasing Manager, (954) 935-5341.

Mulch, gold, bulk, delivered, est. annual quantity 168 cubic yards.

Delivery location: 102 N Rock Island Rd., Margate.

16. **City of Miami**, contact person Carl Springer, Parks Superintendent(305) 960-3007.

Mulch, bagged, delivered, red, est. annual quantity 16,000 bags.

Delivery location: 1950 NW 12th Ave., Miami, FL 33136.

17. **City of Miami Beach**, contact Alex Dennis, Procurement Officer, (305) 673-7490.

Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

Mulch, bagged, delivered, brown, est. annual quantity 240 bags

Mulch, bulk, installed, brown, est. annual quantity 500 cubic yards.

Deliveries to 2100 Meridian Ave., and installation to various City locations.

18. **City of North Lauderdale**, contact person Sam May, Public Works Director, (954) 742-7070.

Mulch, bulk, delivered, red, est. annual quantity 40 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 450 cubic yards.

Mulch, installed, brown, est. annual quantity 300 cubic yards.

Mulch, installed, red, est. annual quantity 200 cubic yards.

Deliveries/installation to various locations within the City.

19. **City of North Miami Beach**, contact person Shereece George, Chief Procurement Officer, (305) 948-2946, ext. 2629.

Mulch, bagged, delivered, brown, est. annual quantity 8,200 bags.

Deliveries to various locations within the City.

20. **City of Oakland Park**, contact Lisa Bishop Hill, Public Works Manager, (954) 630-4518.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 21,120 bags.

Playground Safety Wood Chips, installed, est. annual quantity 350 cubic yards.

Deliveries to City Maintenance Compound, 3650 N.E. 12th Avenue, Oakland Park.

21. **City of Parkland**, contact: Anthony Scerbo, Public Works Superintendent, (954) 757-4187.

Mulch, bulk, delivered, brown est. annual quantity 120 cubic yards.

Mulch, bulk, delivered, Melaleuca est. annual quantity 36 cubic yards.

Mulch, bagged, delivered, brown, est. annual quantity 240 bags.

Mulch, Melaleuca, bagged, delivered, est. annual quantity 120 bags.

Playground Safety Wood Chips, installed, est. annual quantity 240 cubic yards.

Mulch, installed, brown, est. annual quantity 360 cubic yards.

Delivery/Installation to various locations within the City.

22. **City of Pompano Beach**, contact person Jeff English, Purchasing Agent, (954) 786-4098.

Mulch, bulk, delivered, red estimated annual quantity 3,500 cubic yards.

Mulch, bulk, delivered, brown estimated annual quantity 3,500 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 500 cubic yards.

Deliveries to various locations within the City.

K. Detail Specifications

1. General Wood Mulch Specifications

- a. Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3”).
 - b. Colors required: Red, Brown, and Gold.
- 2. Mulch, Bulk, Delivered
 - a. Mulch product to be as specified above.
 - b. Delivered in bulk and unloaded (dumped).
 - c. Bidder to state size of truckload (cubic yards), and minimum order.
- 3. Mulch, Bagged, Delivered
 - a. Mulch product to be as specified above.
 - b. Mulch to be supplied in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.
 - c. Delivered, pallets unloaded.
- 4. Mulch, Bulk, Installed
 - a. Mulch product to be as specified above.
 - b. The Contractor must have the ability to install a minimum of twenty (20) cubic yards within an eight (8) hour period.

The Contractor shall be fully responsible for the performance of its company/firm and completion of all work as outlined in these specifications. The Contractor shall employ sound horticultural practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company/firm name and all vehicles shall be likewise identifiable.

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as “Men Working Ahead”, cones, flagmen or other warning devices shall be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be

utilized where applicable. Installed price must include M.O.T. on roadways.

Any damage to public and/or private property, including the road, facilities, services, utilities, irrigation lines, or vegetation caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the customer. Failure to restore said property within three (3) working days following notification will result in a deduction from the vendor's invoice of customer expenses incurred through the execution of appropriate labor, material, and equipment use or rental to restore the property to its original condition.

All equipment shall be maintained in an efficient and safe operating condition while performing work under the Contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the customer. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

c. Installation Specifications

The Contractor shall be fully responsible for confirming the amount of mulch needed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of two feet (2') to a maximum of four feet (4'), from all shrubs and trees. A three to six-inch (3"- 6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the Contractor encounter any problems that might cause a delay in

mulch installation, it shall notify the designated customer contact within two (2) hours.

Sidewalks, paved areas, and sodded areas shall be left free of mulch at time of job completion.

5. Melaleuca Mulch Specifications

- a. During processing, raw materials shall be stacked and stored in curing piles for no less than 120 days.
- b. Mulch shall be made entirely from the above ground portion wood and bark of the Melaleuca Quinquenervia Tree. It shall not contain more than 10% (by volume) bark and shall not contain roots or root pieces. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length. Mulch shall be free of weed seeds, soil and on other organic or inorganic material.
- c. Prior to its final processing, mulch will have been inspected and certified by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proofs of delivery shall bear the official State of Florida stamp of inspection and verification.
- d. Melaleuca mulch to be supplied in bulk, and in two (2) cubic foot bags. Bags to be water-resistant, delivered on pallets. There shall be no charge for pallets pending their return. Bidder to state number of bags per pallet.

6. Rubber Mulch Specifications

- a. For playground use, meeting Americans with Disabilities Act (ADA) and American Society for Testing and Materials (ASTM) standards. Various standard colors.
- b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. Certified Playground Safety Wood Chips Specifications

- a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4-inch diameter and 1 1/2 inch in length. Must meet all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Mulch shall be delivered in bulk. If installation is requested, delivery trucks must be capable of installing mulch into playground areas through use of hoses attached to blown in place systems on the trucks.

b. Installation of Playground Chips

Mulch shall be installed by being blown into place through hoses connected to the delivery truck.

The contractor shall be fully responsible for confirming the amount of mulch installed, coordinating delivery to the site, and for all transportation costs.

The Contractor must coordinate all work with the designated customer contact. The designated customer contact reserves the right to inspect each truckload of material that is delivered to the job site prior to the material being unloaded. The Contractor shall meet with the designated customer contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed in the playground area, to bring the upper surface to the height designated by the designated customer contact. The designated customer contact will designate the depth and/or cubic yards to be installed at each location. Access to playgrounds may be limited. Trucks must have sufficient length of hose to provide installation to an area 250 feet from truck.

8. Fibar Engineered Wood Fiber (EWF) Specifications

- a. Fibar is made only from virgin wood. Fibar EWF meets all the requirements of ASTM F1292 for safety, F2075 for purity, and F1951 for wheelchair access. All testing certified by the International Play Equipment Manufacturers Association (IPEMA).

Fibar is to be delivered in bulk, or installed, as requested. All installation specifications detailed herein apply to this product.

Fibar is manufactured by The Fibar Group, LLC; contact information: info@fibar.com, telephone (800) 342-2721, 80 Business Park Drive, Armonk, New York, 10504.

L. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a Prime Contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name,

the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid. IPEMA certification shall be submitted with bid.

M. Insurance

Contractor shall not commence services under the resulting Contract until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk Manager. If you are responding to this ITB and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any inquiries 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. **Such policy or policies shall be issued by United States Treasury approved companies/firms authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the Contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this Contract, 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 the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the resulting Contract.

Throughout the term of the Contract, the 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:

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which the Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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.

2. Liability Insurance.

(a) 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 the Contractor's negligent acts or omissions in connection with the Contractor's performance under this Contract.

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

| Type of Insurance | | Limits of Liability | |
|-----------------------------------------------------|----------------------------|--------------------------------------------------|-------------|
| GENERAL LIABILITY: | | Per Occurrence | Aggregate |
| * Policy to be written on a claims occurrence basis | | | |
| | | \$1,000,000 | \$2,000,000 |
| XX | comprehensive form | bodily injury and property damage | |
| — | premises - operations | bodily injury and property damage | |
| | explosion & collapse | | |
| | hazard | | |
| | underground hazard | | |
| XX | products/completed | bodily injury and property damage combined | |
| | operations hazard | | |
| 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 | | |
| — | CG2010 | ongoing operations (or its' equivalent) | |
| — | CG 2037 | completed operations (or its' equivalent) | |
| — | sexual abuse/molestation | Minimum \$1,000,000 Per Occurrence and Aggregate | |

AUTOMOBILE LIABILITY: 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

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

___ comprehensive form Agent must show proof it has this coverage.

EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

| | | | |
|-----------------|--------------------------------------------------|-------------|-------------|
| excess/umbrella | bodily injury and property damage combined | \$5,000,000 | \$5,000,000 |
|-----------------|--------------------------------------------------|-------------|-------------|

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

| | | | |
|------------------------|--|-------------|-------------|
| professional liability | | \$1,000,000 | \$1,000,000 |
|------------------------|--|-------------|-------------|

(c) If Professional Liability Insurance is required, Bidder agrees the indemnification and hold harmless provisions of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims-made basis

| | | | |
|---------------------------------------|--|-------------|-------------|
| ___ environmental/pollution liability | | \$1,000,000 | \$1,000,000 |
|---------------------------------------|--|-------------|-------------|

CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

| | | | |
|--|--|-------------|-------------|
| | | \$1,000,000 | \$1,000,000 |
|--|--|-------------|-------------|

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ___ Network Security / Privacy Liability | |
| ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate) | |
| ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products) | |
| ___ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract. | |

3. Employer's Liability. 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.

4. Policies: Whenever, under the provisions of the Contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- a) Certificates of Insurance evidencing the required coverage;
- b) Names and addresses of firms providing coverage;
- c) Effective and expiration dates of policies; and
- d) A provision in all policies affording City thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. 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/firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

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

N. Questions And Communication

All questions regarding the ITB are to be submitted using the Questions feature in the eBid System. Questions must be received at least two (2) calendar days before the scheduled ITB opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the ITB in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the ITB.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

- 1.1. Bidders must use the forms furnished by the City.
- 1.2. Bids must submit their response via the eBid System.
- 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.
- 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.
- 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.
- 1.6. Late bids will not be considered.
- 1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.

3. Electronic Signature

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.

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 attribute in the eBid System 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. 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

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

| | | | |
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| | 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. | 20. | Retention of Records and Right to Access Clause |
| 13. | Manufacturers' Certifications | | 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. |
| | The City reserves the right to obtain separate manufacturer certification of all statements made in the bid. | 21. | Qualifications/Inspection |
| 14. | Copyrights and Patent Rights | | 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. |
| | 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. | 22. | Anti-collusion Statement |
| 15. | Laws and Regulations | | 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. |
| | 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. | | 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. |
| 16. | Taxes | 23. | Indemnification |
| | 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. | | 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. |
| 17. | Conflict of Instructions | 24. | Reservation for Rejections and Award |
| | If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern. | | 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 |
| 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. | | |

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| | 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. | | 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. |
| 25. | <p>Interpretations</p> <p>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.</p> | | |
| 26. | <p>Failure to Respond</p> <p>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 notification list.</p> | 31. | <p>Governing Procedures</p> <p>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.</p> |
| 27. | <p>Bid Tabulations</p> <p>Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.</p> | 32. | <p>Identical Tie Bids</p> <p>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.</p> <p>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:</p> |
| 28. | <p>Assignment</p> <p>Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.</p> | 1) | <p>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.</p> |
| 29. | <p>Termination for Convenience of City</p> <p>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.</p> | 2) | <p>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.</p> |
| | | 3) | <p>Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).</p> |
| | | 4) | <p>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.</p> |
| 30. | <p>Public Entity Crimes</p> <p>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</p> | 5) | <p>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.</p> |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.</p> | <p>a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;</p> |
| <p>33. Invoicing/Payment</p> <p>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.</p> | <p>b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;</p> |
| <p>34. Optional Contract Usage</p> <p>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.</p> | <p>c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;</p> |
| <p>35. Non Discrimination</p> <p>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.</p> | <p>d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.</p> |
| <p>36. Notice To Contractor</p> <p>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.</p> | <p>e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.</p> |
| <p>37. Costs Incurred by Bidders</p> <p>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.</p> | <p>PUBLIC RECORDS CUSTODIAN</p> <p>IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:</p> <p>CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 RecordsCustodian@copbfl.com</p> |
| <p>38. Public Records</p> <p>1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.</p> <p>2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:</p> | <p>2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.</p> |

SECTION III – BID LINE ITEM PRICING

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Group 1: Broward County

| <u>Line</u> | <u>Item</u> | <u>Quantity</u> | <u>Description</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|-------------|-------------------------|--------------------------------------|-------------------|--------------|
| 1 | A | 2,507 cubic yards | mulch, bulk, delivered, red | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: | | |
| | | | minimum order: | | |
| | | | _____ | | |
| 2 | B | 5,650 cubic yards | mulch, bulk, delivered, brown | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: | | |
| | | | minimum order: | | |
| | | | _____ | | |
| 3 | C | 168 cubic yards | mulch, bulk, delivered, gold | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: | | |
| | | | minimum order: | | |
| | | | _____ | | |
| 4 | D | 4,066 cubic yards | mulch, bulk, delivered, Melaleuca | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: | | |
| | | | minimum order: | | |
| | | | _____ | | |
| 5 | E | 5,000 bags | mulch, bagged, delivered, red | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: | | |
| | | | minimum order: | | |
| | | | _____ | | |

| | | | | | |
|----|---|-------------------|-----------------------------------------------|---------------------|----------|
| 6 | F | 6,040 bags | mulch, bagged, delivered, brown | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 7 | G | 3,000 bags | mulch, bagged, delivered, gold | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 8 | H | 21,270 bags | mulch, bagged, delivered, Melaleuca | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 9 | I | 30 super sacks | mulch, rubber, bagged, delivered | \$ _____/super sack | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 10 | J | 6,580 cubic yards | engineered wood fiber, bulk, installed | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 11 | K | 6,020 cubic yards | playground safety wood chips, bulk, installed | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | _____ | | |
| 12 | L | 5,400 cubic yards | mulch, bulk, installed, red, per cubic yard | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | _____ | | |

| | | | | | |
|----|---|-------------------|-----------------------------------------------|-------------|----------|
| 13 | M | 5,400 cubic yards | mulch, bulk, installed, brown, per cubic yard | \$ _____/cy | \$ _____ |
| | | | minimum order: | | |
| 14 | N | 2,550 cubic yards | mulch, bulk, installed, gold, per cubic yard | \$ _____/cy | \$ _____ |
| | | | minimum order: | | |

Group 2: Miami-Dade County

| <u>Line</u> | <u>Item No.</u> | <u>Quantity</u> | <u>Description</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|-----------------|-----------------|---------------------------------|-------------------|--------------|
| 1 | A | 100 cubic yards | mulch, bulk, delivered, red | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 2 | B | 900 cubic yards | mulch, bulk, delivered, brown | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 3 | C | 100 cubic yards | mulch, bulk, delivered, gold | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 4 | E | 17,000 bags | mulch, bagged, delivered, red | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| 5 | F | 8,440 bags | mulch, bagged, delivered, brown | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |

| | | | | | |
|---|---|-----------------|-----------------------------------------------|--------------|----------|
| 6 | G | 1,000 bags | mulch, bagged, delivered, gold | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| 7 | K | 550 cubic yards | Playground Safety Wood Chips, bulk, installed | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| 8 | M | 500 cubic yards | mulch, bulk, installed, brown | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |

Group 3: Palm Beach County

| <u>Line</u> | <u>Item</u> | <u>Quantity</u> | <u>Description</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|-------------|--------------------|-----------------------------------|-------------------|--------------|
| 1 | A | 11,300 cubic yards | mulch, bulk, delivered, red | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 2 | B | 800 cubic yards | mulch, bulk, delivered, brown | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 3 | C | 15,000 cubic yards | mulch, bulk, delivered, gold | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |
| | | | minimum order: _____ | | |
| 4 | D | 1,000 cubic yards | mulch, bulk, delivered, Melaleuca | \$ _____/cy | \$ _____ |
| | | | # of yards per truckload: _____ | | |

| | | | | | |
|----|---|-------------------|-----------------------------------------------|--------------|----------|
| | | | minimum order: _____ | | |
| 5 | E | 1660 bags | mulch, bagged, delivered, red | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | | | |
| 6 | F | 2,160 bags | mulch, bagged, delivered, brown | \$ _____/bag | \$ _____ |
| | | | # of bags per pallet: _____ | | |
| | | | minimum order: _____ | | |
| | | | | | |
| 7 | J | 5,700 cubic yards | Engineered Wood Fiber, bulk, installed | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | | | |
| 8 | K | 800 cubic yards | Playground Safety Wood Chips, bulk, installed | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | | | |
| 9 | L | 5,000 cubic yards | mulch, bulk, installed, red | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | | | |
| 10 | M | 1,500 cubic yards | mulch, bulk, installed, brown | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |
| | | | | | |
| 11 | N | 50 cubic yards | mulch, bulk, installed, gold | \$ _____/cy | \$ _____ |
| | | | minimum order: _____ | | |

ATTRIBUTES

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

Acknowledgment of the following Addenda is noted:

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

Delivery time after receipt of order _____ calendar days.

If awarded the Contract resulting from this bid, will your company/firm agree to sell additional items at the awarded Contract price? If so state the time period in calendar days applicable for such additional purchases: _____

If awarded the Contract resulting from this bid, will your company/firm agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, Agreement not required for Contract award.)

Yes _____ No _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company/firm responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company/firm responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company/firm to civil penalties, attorney's fees, and/or costs.

I Certify



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". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes ____ No ____

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/firm has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Bidder has a drug-free workplace program? Yes ____ No ____