



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

September 13, 2021

Greg Santangelo, Mulch Manager
Adwood, Inc.
4670 N.W. 69th Avenue
Miami, Florida 33166

Via Facsimile: (561) 965-9777 and Email: gregs@eastwoodmulch.com

Dear Mr. Santangelo,

As specified in Bid E-42-17 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 September 21, 2020. 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 November 15, 2021 to November 14, 2022.

Thank you for your continued cooperation.

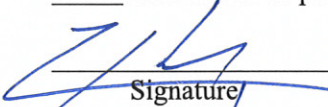
Very truly yours,

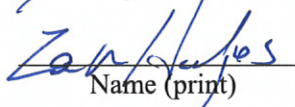
Jeff English
Purchasing Agent

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)

9/15/21

Date



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

September 13, 2021

Kenneth Bowden, President
Advanced Mulch, Inc.
P.O. Box 32943
Palm Beach Gardens, FL 33420

Via Facsimile (561) 733-1317 and Email info@advancedmulch.com

Dear Mr. Bowden,

As specified in Bid E-42-17 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 September 21, 2020. 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 November 15, 2021 to November 14, 2022.

Thank you for your continued cooperation.

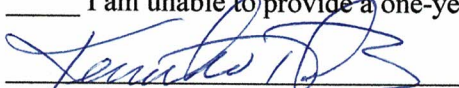
Very truly yours,

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

9/14/21
Date

KENNETH W. BOWDEN
Name (print)



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

September 13, 2021

Brian J. Lulfs, President
Superior Mulch, Inc.
9621 SR #7
Boynton Beach, Florida 33062

Via Email: carol@atlaspeatandsoil.com and Facsimile: (561) 734-3013

Dear Mr. Lulfs,

As specified in Bid E-42-17 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 September 21, 2020. 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 November 15, 2021 to November 14, 2022.

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

9-15-21

Date

BRIAN J LULFS

Name (print)

Approve award for IFB E-04-22 Mulch - Installed and Bagged, - Cooperative Invitation for Bids - Final

Carla Byrd <Carla.Byrd@copbfl.com>

Tue 2/8/2022 9:05 PM

To: Jeffrey English <Jeffrey.English@copbfl.com>

Cc: Purchasing Bids <Purchasing@copbfl.com>

Hi Jeff,

Based upon your facts referenced below as highlighted and in the attachments, I am approving this request; and my approval should be sufficient for this purchase based upon my delegated authority unless you can justify in writing otherwise per policies and procedures. If you are unable to provide any written justification, please proceed accordingly with this approval.

Thank you,



From: Jeffrey English

Sent: Tuesday, February 8, 2022 6:27 PM

To: Carla Byrd <Carla.Byrd@copbfl.com>

Cc: Purchasing Bids <Purchasing@copbfl.com>

Subject: Approve award for IFB E-04-22 Mulch - Installed and Bagged, - Cooperative Invitation for Bids - Final

Invitation for Bids (IFB) E-04-22 was issued to establish a contract for the purchase of installed and bagged mulch products, to be ordered as needed. Products included in the IFB are mulch made of recycled wood dyed brown and red, and engineered wood fiber, delivered and installed.

Pompano Beach issued this IFB as the lead agency, on behalf of the City and nine (9) other governmental agencies in the South Florida Governmental Purchasing Cooperative. Primary bid award is recommended to East Coast Mulch Corp., the low responsive and responsible bidder per item. An alternate bid award is recommended to Advanced Mulch, the second low responsive and responsible bidder to be used should the material be unavailable from the primary contractors.

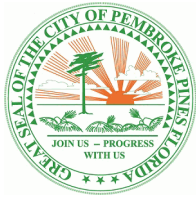
All awards shall be at the unit prices bid. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products may total \$20,000.00.

The contract period is eight months, commencing upon award by the City Manager. Attached are the Purchasing and Public Works Memos, the bid award recommendation, and the tabulation. General Services Director's approval of the City's projected expenditure is requested.

Please confirm your approval by replying to this email. In accordance with the City Code of Ordinances, the concurrence of the City Manager will be requested for this authorization.

Thank you,

Jeff English
City of Pompano Beach
Purchasing Department
954-786-4098 – Office
954-786-4168 - Fax



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 27.

File ID: 21-0687

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/27/2021

Short Title: Contracts Database Report - August 4th, 2021

Final Action: 08/04/2021

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

(P) Miami Art Services-Art Installation at the Frank Gallery-Renewal

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

*Agenda Date: 08/04/2021

Agenda Number: 27.

Internal Notes:

Attachments: 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

1	City Commission	08/04/2021	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal
- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

(B) Edgenuity, Inc. - Student Online Services-Renewal

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring on July 31, 2021.
2. Edgenuity, Inc. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Estimated Renewal Cost: \$56,250

b) Amount budgeted for this item in Account No: The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
	Total		\$ 56,250.00

c) Source of funding for difference, if not fully budgeted: Not applicable

d) 5 year estimated projection of the operational cost of the project: Not applicable

e) Detail of additional staff requirements: Not applicable

(C) Nearpod, Inc. - Student Engagement Platform - Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$47,700.00

b) Amount budgeted for this item in Account No:

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
Total		\$47,700

(Non-capital Software & License -Software < than \$1000 &/or lic)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University

District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$0.00
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

(E) Granicus, Inc. - Legistar Software Maintenance - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000

(Maintenance Contracts)

c) **Source of funding for difference, if not fully budgeted:** Not applicable

d) **5 year projection of the operational cost of the project:** Not applicable

(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.

2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.

3. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.

5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.

b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000
(Rental - City Facilities)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

(G) Cobblestone Systems Corp.-Contracts Management Software- Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with Cobblestone Systems Corp. for an initial one (1) year period, which expired on November 25, 2020.

2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

	FY-2022
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

(H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.
5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this

Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$8,000.00

b) Amount budgeted for this item in Account No:

001-519-800-554100-0000-000-0000-00000 (Memberships Dues Subscription)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project:

	Year 1	Year 2
Revenues	\$.00	\$.00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

(I) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.

2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).

3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.

5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$24,851.00

b) Amount budgeted for this item in Account No: 001-521-3001-534995-0000-000-0000 (Other Svc - IT)

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project Not Applicable

(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$105,000.00
- b) Amount budgeted for this item in Account No:** \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform).
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00
Net Cost	\$96,250.00	\$105,000.00	\$8,750.00

(K) Choices for Life, Inc.-Business Lease-Renewal

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000 (Rental city facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$.00	\$.00	\$.00	\$.00	\$.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the

first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Not Applicable

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.

2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.

3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY21-22	FY22-23
Revenues	\$0.00	\$0.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

(P) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2022 and ending on January 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$94,581.18
b) **Amount budgeted for this item in Account No:** Account:
001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No.
471-533-6031-552430-0000-000-0000 (Operating Chemicals)
c) **Source of funding for difference, if not fully budgeted:** Not Applicable
d) **5 year projection of the operational cost of the project:** Not Applicable



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. E-42-17

Description/Title: Mulch

Initial Contract Term: Start Date: 11/15/2017 End Date: 11/14/2018

Renewal Terms of the Contract: 4 (No. of Renewals) Renewal Options for 1-year (Period of Time)

Renewal No. <u>1</u>	Start Date: <u>11/15/2018</u>	End Date: <u>11/14/2019</u>
Renewal No. <u>2</u>	Start Date: <u>11/15/2019</u>	End Date: <u>11/14/2020</u>
Renewal No. <u>3</u>	Start Date: <u>11/15/2020</u>	End Date: <u>11/14/2021</u>
Renewal No. <u>4</u>	Start Date: <u>11/15/2021</u>	End Date: <u>11/14/2022</u>

SECTION #1 VENDOR AWARD

Vendor Name: Advanced Mulch, Inc. (Item 9)

Vendor Address: PO Box 32943, Palm Beach Gardens, FL 33420

Contact: Dawn Corrado, Office Manager

Phone: 877-256-9685 Fax: 561-733-4115

Cell/Pager: 561-722-1880 Email Address: info@advancedmulch.com

Website: www.advancedmulch.com FEIN: 65-0916255

VENDOR AWARD

Vendor Name: Adwood, Inc. (Items 1, 2, 6, 12)

Vendor Address: 4670 NW 69th Avenue, Miami, FL 33166

Contact: Greg Santangelo, Manager; Edwin (back-up)

Phone: 561-248-0289 (back-up) Fax: 561-965-9777

Cell/Pager: 561-436-1885 Email Address: info@adwooddistribution.com

Website: adwooddistribution.com/home.html FEIN: 65-0624013

VENDOR AWARD

Vendor Name: Eastcoast Mulch (Items 8, 10, 11, 13)

Vendor Address: PO Box 1352, Jupiter, FL 33468

Contact: George Henry, Director of Operations/Vice President

Phone: 561-627-5539 Fax: 561-972-7637

Cell/Pager: 561-262-0075 Email Address: rcmr@comcast.net

Website: www.eastcoastmulch.com FEIN: 65-0876231

VENDOR AWARD

Vendor Name: Superior Mulch (Items 3, 4, 5, 14)

Vendor Address: 9621 SR #7, Boynton Beach

Contact: Carol Marrero

Phone: 561-734-7300 Fax: 561-734-3013

Cell/Pager: 561-436-1006 Email Address: carol@atlaspeatandsoil.com

Website: THEBUSHELSTOP.COM FEIN: 59-2712633

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: 11/14/2017 Resolution/Agenda Item No.: 11/14/17 / #7

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Pompano Beach

Agency Address: 1190 NE 3rd Avenue, Bldg. C, Pompano Beach, FL. 33060

Agency Contact: Jeff English Email: jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168



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

September 3, 2020

Kenneth Bowden, President
Advanced Mulch, Inc.
P.O. Box 32943
Palm Beach Gardens, FL 33420

Via Facsimile (561) 733-1317 and Email info@advancedmulch.com

Dear Mr. Bowden,

As specified in Bid E-42-17 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 September 17, 2020. 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 November 15, 2020 to November 14, 2021.

Thank you for your continued cooperation.

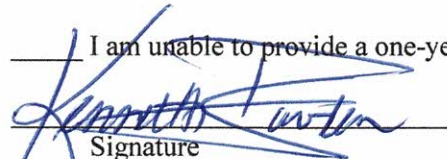
Very truly yours,

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

KENNETH BOWDEN
Name (print)

9/04/2020
Date



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

September 3, 2020

Greg Santangelo, Mulch Manager
Adwood, Inc.
4670 N.W. 69th Avenue
Miami, Florida 33166

Via Facsimile: (561) 965-9777 and Email: gregs@eastwoodmulch.com

Dear Mr. Santangelo,

As specified in Bid E-42-17 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 September 17, 2020. 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 November 15, 2020 to November 14, 2021.

Thank you for your continued cooperation.


Very truly yours,

Jeff English
Purchasing Agent

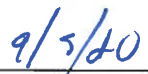
cc: file

☒ 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



Name (print)



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

September 3, 2020

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-42-17 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 September 17, 2020. 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 November 15, 2020 to November 14, 2021.

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

George Henry
Name (print)

9/8/20
Date



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

September 3, 2020

Brian J. Lulfs, President
Superior Mulch, Inc.
9621 SR #7
Boynton Beach, Florida 33062

Via Email: carol@atlaspeatandsoil.com and Facsimile: (561) 734-3013

Dear Mr. Lulfs,

As specified in Bid E-42-17 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 September 17, 2020. 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 November 15, 2020 to November 14, 2021.

Thank you for your continued cooperation.

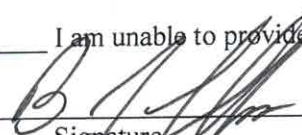
Very truly yours,

Jeff English
Purchasing Agent

cc: file

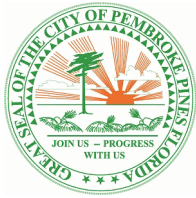
☒ I hereby agree to a one-year extension of the subject contract.

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


Signature

9-15-2020
Date

Brian J Lulfs
Name (print)



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 20-0566

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/20/2020

Short Title: Contracts Database Report – August

Final Action: 08/05/2020

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

(D) CobbleStone Systems Corp. - Contracts Management Software - Renewal

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

ITEMS (N) TO (Q) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

***Agenda Date:** 08/05/2020

Agenda Number:

Internal Notes:

Attachments: 1. Contracts Database Report - August 5, 2020, 2. A. In Rem Solutions, Inc-Grant Writing Services-(ALL BACKUP), 3. B. Miramar - Pembroke Pines Regional Chamber of Commerce - Partnership (all backup), 4. Emilio's BBQ Catering Services - Lease Agreement - Original-3rd Amendment (All Backup), 5. Cobblestone Systems Corp. - Contracts Management Software Agreement (All Backup), 6. E. Mulch-Co-Op E-42-17 Advanced, Adwood, Eastcoast & Superior-11.2019 to 11.2020(AB), 7. F. Sod & Sod Installation Co-Op 033-2730-18IT (All Backup), 8. G. Civic Plus Inc. - Master Service Agreement & 1st Renewal 2020-21 (All Backup), 9. H. Allied Universal Corp - CO-OP Agreement ALL Backup, 10. I. Pembroke Pines Girls Softball (PPGS) (All Backup), 11. J. Pembroke Pines Optimist Club (PPO) Facility Use (All Backup), 12. K. West Pines Girls Softball (WPGS) (All Backup), 13. L. Optimist Club of West Pembroke Pines (WPPO) (all backup), 14. M. Optimist Club of Pembroke Lakes (PLO) (all backup), 15. N. Kemp Group International-School Crossing Guard-All Backup, 16. O. Community Redevelopment Associates of FL, Inc. - Grant Administration for CRA Projects (All Backup), 17. P. FPI Security Services, Inc - First Amendment to Security Guard Services (ALL BACKUP), 18. Q. SBBC Reciprocal Use

Agreement 2015 (all backup)

- | | | | | |
|---|---|------------|---|------|
| 1 | City Commission | 08/05/2020 | approve | Pass |
| | Action Text: A motion was made to approve on the Consent Agenda | | | |
| | | Aye: - 5 | Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas | |
| | | Nay: - 0 | | |
| 1 | City Commission | 08/05/2020 | reject | Pass |
| | Action Text: A motion was made by Commissioner Good, Jr., seconded by Commissioner Chanzas, to reject and go out to bid for the sod, as directed at the Commission Meeting on July 17, 2020. The motion carried by the following vote: | | | |
| | | Aye: - 5 | Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas | |
| | | Nay: - 0 | | |
-

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal**
- (B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal**
- (C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal**
- (D) CobbleStone Systems Corp. - Contracts Management Software - Renewal**
- (E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal**
- (F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal**
- (G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal**
- (H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal**
- (I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal**
- (J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal**
- (K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal**
- (L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal**

(M) Optimist Club of Pembroke Lakes, Florida, Inc. - Facility Use Agreement - Renewal

ITEMS (N) TO (Q) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(N) Kemp Group International Corporation - School Crossing Guard - Non-Renewal

(O) Community Redevelopment Associates of Florida, Inc. - Grant Administration for CRA Projects - Non-Renewal

(P) FPI Security Services - Security Guard Services - Non-Renewal

(Q) School Board of Broward County - Reciprocal Use of Each Other's Facilities - Non-Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, commencing on October 1, 2017 and expiring on September 30, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Grant Writing Services.

3. Section 3.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 21, 2018 the City executed the First Amendment to the Original Agreement for the first one (1) year renewal term, commencing on October 1, 2018 and expiring on September 30, 2019.
5. On September 6, 2018, the City executed the Second Amendment to the Original Agreement to include a \$40,000.00 increase to the estimated annual amount for the additional 266 hours of work needed for the fiscal year.
6. On October 2, 2019, the City executed the Third Amendment to the Original Agreement for the second one (1) year renewal period commencing on October 1, 2019 and expiring on September 30, 2020.
7. On June 17th, 2020, the Fourth Amendment was presented to the City Commission under agenda item #20-0484 (16A) and a motion was made by the Commissioners to defer the item to the August 5th, 2020 Commission meeting and to instruct the City Manager to renegotiate the hourly rate.
8. As requested, the City Manager was able to negotiate and lowered the hourly rate to \$140.00 from \$150.00.
9. The Administration Department recommends that the City Commission approve this Fourth Amendment, as revised, and for the third one (1) year renewal term commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual amount \$107,324.00. (\$140.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** \$107,324.00 under account 1-519-800-31500 - Prof. Services Other
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.

	FY 2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	
Expenditures	\$107,324.00		\$.00	\$.00	\$.00	\$.00
Net Cost	\$107,324.00		\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** Not Applicable.

(B) The Miramar - Pembroke Pines Regional Chamber of Commerce - Trustee Partnership Agreement - Renewal

1. On December 6, 2016, the City and the Miramar-Pembroke Pines Regional Chamber of Commerce entered into a Partnership Agreement for an initial one (1) year period, commencing December 1, 2016 and expiring November 30, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. On March 8, 2018 the Parties executed the First Amendment to the Original Agreement to change the renewal terms from automatic renewals to written mutual consent, and to execute the first renewal term commencing on December 1, 2017, and terminating on November 30, 2018.
4. Section 3.1 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On November 28, 2018 and December 4, 2019, the Parties executed the Second and Third Amendments respectively, extending the term of the Original Agreement, as amended, to November 30, 2020.
6. The Administration of the City of Pembroke Pines recommends that the City Commission approve renewal of the Agreement for an additional one (1) year term, commencing on December 1, 2020, and expiring on November 30, 2021.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$8,000.00
- b) **Amount budgeted for this item in Account No:** 1-519-800-54100
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY20-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$8,000.00	N/A	N/A	N/A	N/A
Net Cost	\$8,000.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable

(C) Emilio's BBQ Catering Services Corporation - Operation of Gift Shop/Food Service - Renewal

1. On February 23, 2016, the City Commission approved to enter into a Lease and Operation Management Agreement with Emilio's BBQ Catering Services Corporation for an initial three (3) year period, commencing on February 23, 2016 and expiring on December 31, 2019.

2. Section 2.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On December 4, 2019, the City executed the First Amendment which increased the Monthly Base Rent and executed the first one (1) year renewal commencing on January 1, 2020 and expiring on December 31, 2020.
4. The Public Services Department recommends that the City Commission approve this Third Amendment for the one (1) year renewal term commencing January 1, 2021 and ending December 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: None

b) Amount budgeted for this item in Account No: Revenue Account 1-8001-362046
Rental Community Services Monthly Rent \$906.83 plus sales tax for a monthly rent total of \$965.77.

c) Source of funding for difference, if not fully budgeted: "Not Applicable"

d) 5 year projection of the operational cost of the project "Not Applicable"

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$8,161.47	\$2,720.49	\$0.00	\$0.00	\$0.00

e) Detail of additional staff requirements: "Not Applicable"

(D) CobbleStone Systems Corp. - Contracts Management Software - Renewal

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with CobbleStone Systems Corp. for an initial one (1) year period, commencing (as of the date of Activation) on November 26, 2019 and expiring on November 25, 2020.
2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking, online approval process, E-signature, and auditing features.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. The Finance Department recommends that the City Commission approve renewal of the Agreement for the one (1) year renewal term commencing on November 26, 2020 and ending on November 25, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$23,627.11
- b) **Amount budgeted for this item in Account No:** 1-513-2001-64051
- c) **Source of funding for difference, if not fully budgeted:** NA
- d) **5 year projection of the operational cost of the project** NA

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A	
Net Cost	\$23,627.11	\$25,627.11	\$27,558.66	\$29,763.35	N/A	

- e) **Detail of additional staff requirements:** NA

(E) Advanced Mulch, Inc., Adwood, Inc., EastCoast Mulch and Superior Mulch - Purchase of Mulch CO-OP Agreement - Renewal

1. On November 11th, 2017, the City of Pompano approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial term of one (1) year commencing on November 15th, 2017 and terminating on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced Mulch and Eastcoast Mulch.
3. The Original Agreement allows for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement has been renewed extending the term to November 14th, 2020.
5. The renewal letter from the City of Pompano Beach for the third renewal period will be provided at the end of August or beginning of September 2020.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. For this mulch contract, the lead agency listed various participating agencies and the quantity of mulch that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Boca Raton
- City of Boynton Beach
- City of Coral Springs
- City of Dania Beach
- Town of Davie
- City of Deerfield Beach
- City of Delray Beach
- City of Fort Lauderdale
- City of Hallandale Beach
- City of Hollywood
- City of Lauderhill
- City of Margate
- City of Miami Beach
- City of North Miami Beach
- City of Oakland Park
- City of Pompano Beach
- Village of Royal Palm Beach
- City of Wilton Manors

7. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

The award of the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for mulch that maybe utilized when the City has plant material being installed by Aaron Agriculture, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. The price for mulch included in the contract is:

- \$2.50 per bag of mulch (red, brown, or gold mulch)

9. The City intends to utilize the Southeast Florida Governmental Purchasing Co-operative Group's contract for most mulching project, especially projects that do not include the installation of new plant material. The Co-Op contract includes various different mulch options, including the following:

- \$1.59 per bag of mulch (red, or brown mulch)
- \$1.70 per bag of mulch (gold mulch)

10. Based on the average of the pricing listed above, the Co-Op contract is 34.20% cheaper than the mulching pricing that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

11. The Public Services Department recommends that the City Commission approves the utilization of the third one (1) year renewal term, of the Co-Op agreement, commencing November 15th, 2020 and ending November 14th, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis

b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 1-539-6004-46161 (R&M Landscaping) and 1-572-7001-46150 (R&M -Land, Bldg. and Improvements)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:**

	FY 20-21	FY 21-22	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00
Expenditures	\$218,750.00	\$31,250.00	\$.00	\$.00
Net Cost	\$218,750.00	\$31,250.00	\$.00	\$.00

e) **Detail of additional staff requirements:** Not Applicable

(F) Mullings, Odums & Sunset Sod CO-OP Agreement # 033-2730-18/IT. - Sod & Sod Installation - Renewal

1. On September 20, 2018, the Commission of the City of Boynton Beach approved to enter into a CO-OP Agreement with Mullings Engineering Services, Inc., Odum's Sod, Inc, and Sunset Sod, Inc. for a one (1) year period commencing on October 1, 2018 and terminating on September 30, 2019.

2. The City of Pembroke Pines Public Services Department utilizes the Co-Op Contract to purchase sod and sod installation services.

3. The Original Agreement allowed for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. In August of 2019, the first renewal period for the term commencing on October 1, 2019 and expiring on September 30, 2020 was approved by the City of Boynton Beach as the lead agency for the Co-Op.

5. The renewal letter from the City of Boynton Beach for the second renewal period will be provided at the end of August or beginning of September, 2020.

6. On June 17th, 2020, the Public Services Department recommended for the City Commission to approve the renewal of the new term as allowed by the Original Agreement;

however, the City Commission did not approve the renewal and recommended the Department to go out for bid.

7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sod contract, the lead agency listed various participating agencies and the quantity of sod that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

South Broward/Miami-Dade Zone:

- Cooper City
- Coral Gables
- City of Hallandale Beach
- City of Hollywood
- City of Miami Beach
- City of Miramar
- City of North Miami Beach

Central Broward Zone:

- Town of Davie
- City of Fort Lauderdale
- City of Lauderdale Lakes
- City of Lauderhill
- City of Oakland Park
- City of Sunrise
- City of Wilton Manors

North Broward/Palm Beach Zone:

- City of Boynton Beach
- City of Coconut Creek
- City of Coral Springs
- City of Deerfield Beach
- City of Margate
- City of Pompano Beach
- City of Tamarac
- Town of Palm Beach
- City of West Palm Beach

9. On tonight's agenda, there is another Agenda Item (File ID # 20-0565) to award the City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials"

to the most responsive/responsible bidder, Aaron Agriculture, to be used on an as needed basis in the annual amount not to exceed \$1,000,000.

IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" was approved for advertisement by the City Commission on February 5, 2020.

The City of Pembroke Pines IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials" includes various trees, plants, etc. and also includes a price for sod that maybe utilized when the City has plant material being installed by the awarded contractor, in order to have one sole vendor responsible for the landscaping in that area and to avoid one contractor damaging the other contractors plant material during the course of any landscaping project. Since the pricing for the sod line items came in too high for the recommended vendor, the Public Services Department has decided not to award those line items and to utilize the Co-Op Contract for sod.

The lowest price received for the Sod through IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials":

- \$0.75 per square foot (St. Augustine)
- \$0.95 per square foot (Bermuda)
- \$0.65 per square foot (Bahia)

However, the vendors that submitted the above pricing are not being recommended for award, as the Public Services Department was looking to utilize one vendor for all of the Landscaping work on projects, and since the recommended vendor's pricing was too high, the Public Services Department is recommending to utilize the Co-Op's Sod Contract.

10. The Co-Op contract includes various different sod options, including the following:

- \$0.50 to \$0.60 per square foot (St. Augustine)
- \$0.23 to \$0.28 per square foot (Bermuda)
- \$0.42 to \$0.48 per square foot (Bahia)

The prices above depend on the type of Sod and if they are bought in truckloads or less than truckloads.

11. Based on the average of the pricing listed above, the Co-Op contract is 46.60% cheaper than the lowest price sod that was recently received from the City's bid for IFB # PSPW-20-01 "Citywide Trees, Plants & other Landscaping Materials." As a result, the City recommends to continue utilizing the Co-Op Contract, when it is renewed.

12. The Public Services Department recommends that the City Commission approves the utilization of the second one (1) year renewal term, of the Co-Op agreement, commencing on October 1, 2020 and ending on September 30, 2021, as allowed by the agreement in lieu of bidding out a separate solicitation for sod.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** Estimated annual cost of \$179,600.
- b) **Amount budgeted for this item in Account No:** Funds will be available in the following account numbers as projects arise on an as needed basis:
 1-539-6004-46161 (R & M Landscaping)
 1-539-6004-63115 (Landscaping)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5 year projection of the operational cost of the project** "Not Applicable"

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$179,600.00	\$.00	\$.00	\$.00	\$.00
Net Cost	\$179,600.00	\$.00	\$.00	\$.00	\$.00

- e) **Detail of additional staff requirements:** "Not Applicable"

(G) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2021 and ending on January 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost FY 2021:** \$90,979.52
- b) **Amount budgeted for this item in Account No:** \$90,979.52: 1-513-2002-46801 IT

Contractual services

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"

d) **5 year projection of the operational cost of the project** "Not Applicable"

	FY 2020-21		FY 2021-22		FY 2022-23		FY 2023-24	FY 2024-25
Revenues	N/A	N/A	N/A	N/A	N/A	N/A		
Expenditures	\$85,885.26		\$90,979.52		\$95,528.50		\$100,304.93	\$105,320.18
Net Cost	\$85,885.26		\$90,979.52		\$95,528.50		\$100,304.93	\$105,320.18

e) **Detail of additional staff requirements:** Not Applicable

(H) Allied Universal Corporation - Purchase of Sodium Hypochlorite (Co-Op) - Renewal

1. In March of 2012, the Southeast Florida Governmental Purchasing Co-operative Group had a meeting where purchasing officials from several municipalities throughout Broward County expressed a desire to bid out the price of sodium hypochlorite as a Co-Op bid in lieu of various Cities issuing their own solicitation at different times of the year that was resulting in a trying process in which a vendor would lose one contract and then extend their pricing from another contract to other entities, enticing them to terminate their existing contract to switch vendors back and forth. As a result, various Broward agencies moved away from various entities piggybacking on other contracts by individual agencies and issued a bid through the Co-Op to try and drive the price down through volume discounting.

2. On October 17, 2012, the City Commission approved an agenda item (File ID # 12-2170) to start utilizing a Co-Op contract for Sodium Hypochlorite in lieu of issuing its own solicitation. As a result, since then the City has utilized various Co-Op contracts for Sodium Hypochlorite that have been bid out through the years in an effort to utilize economies of scale.

3. On November 29, 2017 the City Commission approved the purchase of Sodium Hypochlorite on an as needed basis from Allied Universal Corporation, utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid# 12006-372 which commenced on October 3, 2017 and terminated on October 2, 2019.

4. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corporation for the purchase of Sodium Hypochlorite.

5. Section 1 of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

6. On August 7, 2019, The City Commission approved the first one (1) year renewal term commencing on October 3, 2019 and terminating October 2, 2020.

7. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to

provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.

8. For this sodium hypochlorite contract, the lead agency listed various participating agencies and the quantity of sodium hypochlorite that they each anticipated, in order to get better pricing through economies of scale. Below are some of the participating agencies that were listed in the initial bid:

- City of Fort Lauderdale
- City of Hallandale Beach
- City of Dania Beach
- City of Hollywood
- City of Cooper City
- City of Deerfield Beach
- City of Margate
- Town of Davie
- City of Sunrise

9. The Co-Op has renewed the contract for the second and final renewal period, which will end on October 2, 2021. As a result, the Co-Op intends to start working on a new solicitation to bid out Sodium Hypochlorite and establish a new contract with new pricing that would be anticipated to commence in October of 2021.

10. The Utilities Department recommends that the City Commission approves the utilization of the second and final one (1) year renewal term, of the Co-Op agreement, commencing October 3, 2020 and terminating October 2, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$161,903 (17,000 gallons x \$0.559 (Less Than Truckload) = \$9,503) + (300,000 gallons x \$0.508 Truck Loads = \$152,400)

b) Amount budgeted for this item in Account No: \$156,313 in Account No. 471-533-6031-52430 (Operating Chemicals) & \$5,590 in Account No. 471-535-6022-52430 (Operating Chemicals)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project

	FY2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A	
Expenditures	\$161,903		N/A	N/A	N/A	N/A
Net Cost	\$161,903	N/A	N/A	N/A	N/A	

e) **Detail of additional staff requirements:** Not Applicable

(I) Pembroke Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Girls Softball, Inc. leases Fletcher Park Fields 1-3 from the City to provide travel softball and recreational softball for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 19, 2017, October 4, 2018, and September 18, 2019 the City executed the First, Second, and Third Amendments, respectively extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$2,055.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$2,055.00	N/A	N/A	N/A	N/A

e) **Detail of additional staff requirements:** Not Applicable

(J) Pembroke Pines Optimist Club, Inc. - Facility Use Agreement - Renewal

1. Pembroke Pines Optimist Club, Inc. leases Pines Recreation Park and Maxwell Park from the City to provide Travel Baseball, Recreational Baseball, Tackle Football, Cheerleading, Travel Soccer and Recreational Soccer programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with Pembroke Pines Optimist Club, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 10, 2017, November 7, 2018, and September 18, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission

approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$11,089.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$11,089.00	N/A	N/A	N/A	N/A

- e) **Detail of additional staff requirements:** Not Applicable

(K) West Pines Girls Softball, Inc. - Facility Use Agreement - Renewal

1. West Pines Girls Softball, Inc. leases Silver Lakes South Fields 1-3 from the City to provide Travel Softball and Recreational Softball programs for residents.
2. On January 31, 2017, the City entered into a Facility Lease Agreement with West Pines Girls Softball, Inc., for an initial nine (9) month period, expiring September 30, 2017.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewals, evidenced by a written Amendment.
4. On October 25, 2017, November 6, 2018, and June 25, 2020 nunc pro tunc October 1, 2019, the City executed the First, Second, and Third Amendments respectively, extending the term of the agreement to September 30, 2020.
5. The Recreation and Cultural Arts Department recommends that the City Commission approve the Fourth Amendment for the one (1) year renewal term commencing on October 1, 2020 and terminating on September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None
- b) **Amount budgeted for this item in Account No:** 1-347225-7001 and 1-347565-7001.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational revenue of the project** Not Applicable

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$10,608.00	N/A	N/A	N/A	N/A
Expenditures	\$.00	N/A	N/A	N/A	N/A
Net Revenue	\$10,608.00	N/A	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable

(L) Optimist Club of West Pembroke Pines, Inc. - Facility Use Agreement - Renewal

1. The Optimist Club of West Pembroke Pines, Inc. leases property from the City to provide youth football and cheerleading, recreational and travel baseball, youth track, and Miracle League Baseball programs for residents.
2. On February 15, 2017, the City entered into



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

September 9, 2019

Kenneth Bowden, President
Advanced Mulch, Inc.
P.O. Box 32943
Palm Beach Gardens, FL 33420

Via Facsimile (561) 733-1317 and Email info@advancedmulch.com

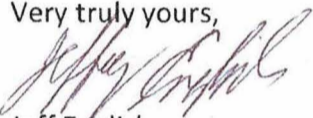
Dear Mr. Bowden,

As specified in Bid E-42-17 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 September 25, 2019. 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 November 15, 2019 to November 14, 2020.

Thank you for your continued cooperation.

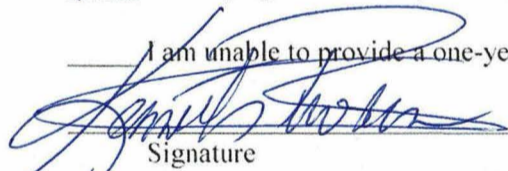
Very truly yours,


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

9/10/19
Date

KENNETH BOWDEN
Name (print)



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

September 9, 2019

Greg Santangelo, Mulch Manager
Adwood, Inc.
4670 N.W. 69th Avenue
Miami, Florida 33166

Via Facsimile: (561) 965-9777 and Email: gregs@eastwoodmulch.com

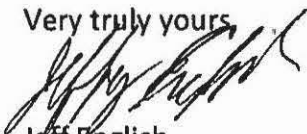
Dear Mr. Santangelo,

As specified in Bid E-42-17 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 September 25, 2019. 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 November 15, 2019 to November 14, 2020.

Thank you for your continued cooperation.

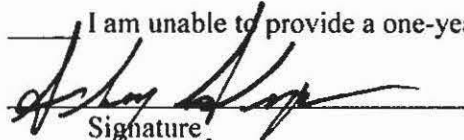
Very truly yours,


Jeff English
Purchasing Agent

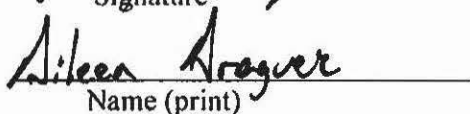
cc: file

☒ 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

10/10/19
Date


Name (print)



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

September 9, 2019

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

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

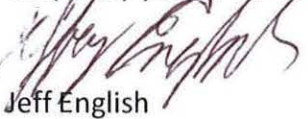
Dear Mr. Henry,

As specified in Bid E-42-17 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 September 25, 2019. 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 November 15, 2019 to November 14, 2020.

Thank you for your continued cooperation.

Very truly yours,



Jeff English
Purchasing Agent

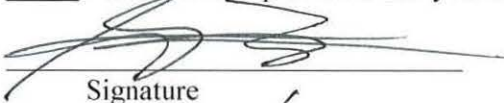
cc: file

☒

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

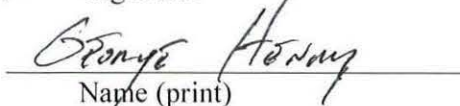
☐

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



Signature

9/9/19
Date



Name (print)



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

September 9, 2019

Brian J. Lulfs, President
Superior Mulch, Inc.
9621 SR #7
Boynton Beach, Florida 33062

Via Email: carol@atlaspeatandsoil.com and Facsimile: (561) 734-3013

Dear Mr. Lulfs,

As specified in Bid E-42-17 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 September 25, 2019. 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 November 15, 2019 to November 14, 2020.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

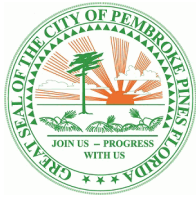
☒ I hereby agree to a one-year extension of the subject contract.

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

Signature

9/17/19
Date

CAROL MARKENO
Name (print)



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 15.

File ID: 20-0210

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/25/2020

Short Title: Purchase of Mulch

Final Action: 03/04/2020

Title: MOTION TO APPROVE THE PURCHASE OF MULCH ON AN AS NEEDED BASIS FROM ADVANCED MULCH, INC., ADWOOD, INC., EASTCOAST MULCH, AND SUPERIOR MULCH UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) CONTRACT # E-42-17 FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$250,000, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 03/04/2020

Agenda Number: 15.

Internal Notes:

Attachments: 1. Mulch COOP Agreement

1	City Commission	03/04/2020	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(6) states that, "Cooperative purchasing plans are exempt from this

section."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. The Public Services Department and the Recreation and Cultural Arts Department are requesting approval for the purchase of mulch for various projects throughout the City on an as needed basis.
2. Both Departments would like to utilize the Southeast Florida Governmental Cooperative Purchasing Cooperative (Co-Op) contract # E-42-17 for: dyed recycled wood, melaleuca, playground wood chips and wood fiber, delivered and installed.
3. The City of Pompano Beach as the lead agency for the Co-Op competitively solicited and publicly awarded contract # E-42-17 to Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch. The original contract term was from November 15, 2017 through November 14, 2018. The contract offered (4) four one year renewals, and we are currently on the second renewal term which commenced on November 11, 2019 and expires on November 14, 2020.
4. Below are the line items awarded to each vendors:

Advanced Mulch, Inc.

-Item 9 (Playground Safety Wood Chips, bulk, installed) at \$30.25 per cubic yard blown-on installation, with a minimum order of 50 cubic yards.

Adwood, Inc.

- Items 1 (Mulch, bulk, delivered, red) at \$15 per cubic yard, with a minimum order of 100 cubic yards.
- Items 2 (Mulch, bulk, delivered, brown) at \$13 per cubic yard, with a minimum order of 100 cubic yards.
- Items 6 (Melaleuca mulch, bulk, delivered) at \$13 per cubic yard, with a minimum order of 100 cubic yards.
- Items 12 (Mulch, bulk, delivered, gold) at \$15 per cubic yard, with a minimum order of 100 cubic yards.

East Coast Mulch

- Items 8 (Engineered Wood Fiber, bulk, installed) at \$35 per cubic yard, with a minimum order of 25 cubic yards.
- Items 10 (Mulch, bulk, installed, brown) at \$20 per cubic yard, with a minimum order of 50 cubic yards.
- Items 11 (Mulch, bulk, installed, red) at \$20 per cubic yard, with a minimum order of 50 cubic yards.
- Items 13 (Mulch, bulk, installed, gold) at \$20 per cubic yard

Superior Mulch

- Items 3 (Mulch, bagged, delivered, red) at \$1.59 per bag, with a minimum order of 1600 bags
- Items 4 (Mulch, bagged, delivered, brown) at \$1.59 per bag, with a minimum order of 1400 bags
- Items 5 (Melaleuca mulch, bagged, delivered) at \$1.50 per bag, with a minimum order of 1600 bags
- Items 14 (Mulch, bagged, delivered, gold) at \$1.70 per bag, with a minimum order of 1600 bags

5. Motion to approve the purchase of mulch on an as needed basis from Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch utilizing the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) contract # E-42-17 for an estimated annual amount not to exceed \$250,000 pursuant to section 35.18(C)(6) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$250,000 estimated through November 14, 2020.
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 1-539-6004-46150 (R&M Land-Bldg & Impr.) and 1-572-7001-46150 (R&M Land-Bldg & Impr.)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project :**

	Through 11/15/20	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$250,000	\$0	\$0	\$0	\$0
Net Cost	\$250,000	\$0	\$0	\$0	\$0

- e) **Detail of additional staff requirements:** Not Applicable.



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

October 18, 2018

Kenneth Bowden, President
Advanced Mulch, Inc.
P.O. Box 32943
Palm Beach Gardens, FL 33420

Via Facsimile (561) 733-1317 and Email info@advancedmulch.com

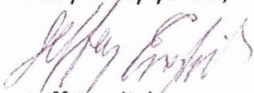
Dear Mr. Bowden,

As specified in Bid E-42-17 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 October 25, 2018. 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 November 15, 2018 to November 14, 2019.

Thank you for your continued cooperation.

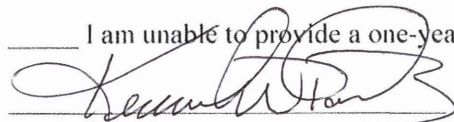
Very truly yours,


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

10-18-18
Date

KENNETH BOWDEN
Name (print)



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

October 18, 2018

Greg Santangelo, Mulch Manager
Adwood, Inc.
4670 N.W. 69th Avenue
Miami, Florida 33166

Via Facsimile: (561) 965-9777 and Email: gregs@eastwoodmulch.com

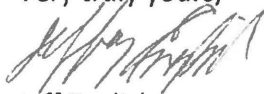
Dear Mr. Santangelo,

As specified in Bid E-42-17 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 October 25, 2018. 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 November 15, 2018 to November 14, 2019.

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

10/18/18
Date

Aileen Araquez
Name (print)



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

October 18, 2018

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-42-17 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 October 25, 2018. 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 November 15, 2018 to November 14, 2019.

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

10.18.18

Date

Raymond R. Bowden

Name (print)



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

October 18, 2018

Brian J. Lulfs, President
Superior Mulch, Inc.
9621 SR #7
Boynton Beach, Florida 33062

Via Email: carol@atlaspeatandsoil.com and Facsimile: (561) 734-3013

Dear Mr. Lulfs,

As specified in Bid E-42-17 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 October 25, 2018. 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 November 15, 2018 to November 14, 2019.

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

10/18/18
Date

CAROL MARRERO
Name (print)

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 100 West Atlantic Blvd., Pompano Beach, FL 33060

Action Minutes – Final

City Commission

Lamar Fisher, Mayor

Charlotte J. Burrie, Vice Mayor

Rex Hardin, Commissioner

Barry Moss, Commissioner

Beverly Perkins, Commissioner

Michael Sobel, Commissioner

Gregory P. Harrison, City Manager

Mark Berman, City Attorney

Ascleta Hammond, City Clerk

Tuesday, November 14, 2017

6:00 PM

Commission Chamber

Item 7. Approval to award Bid #E-42-17, Mulch (Cooperative Bid), to the low responsive bidders, Advanced Mulch, Inc., (Item 9), Adwood, Inc., (Items 1, 2, 6, 12), Eastcoast Mulch, (Items 8, 10, 11, 13), and Superior Mulch (Items 3, 4, 5, 14), as prime contractors, and to the remaining responsive bidders as alternate contractors, for annual open-end contracts. The estimated annual cost to the City for mulch is \$109,500.00

(Fiscal Impact: \$109,500.00)

File ID #18-93

(Staff Contact: Robert McCaughan)

A motion was made by Commissioner Hardin, seconded by Vice Mayor Burrie, to APPROVE/ADOPT the item under the Consent Agenda. The motion carried unanimously.



City of Pompano Beach

100 West Atlantic Blvd.
Pompano Beach, FL 33060

Agenda Item Cover Page

Agenda Date: 11/14/2017

Agenda Number: 7.

File ID: 18-93

Type: Approval Request

Status: Consent Agenda
Ready

Version: 1

In Control: City Commission

Department: General Services

File Created: 10/31/2017

Subject:

Final Action:

Title: Approval to award Bid #E-42-17, Mulch (Cooperative Bid), to the low responsive bidders, Advanced Mulch, Inc., (Item 9), Adwood, Inc., (Items 1, 2, 6, 12), Eastcoast Mulch, (Items 8, 10, 11, 13), and Superior Mulch (Items 3, 4, 5, 14), as prime contractors, and to the remaining responsive bidders as alternate contractors, for annual open-end contracts. The estimated annual cost to the City for mulch is \$109,500.00 (Fiscal Impact: \$109,500.00)

Contract Expiration Date:

Enactment Date:

Enactment Number:

Location:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission	01/01/2016					

Text of Legislative File 18-93

Summary Explanation/Background:

Bid E-42-17 was issued to establish annual open-end contracts for the purchase of mulch products for grounds maintenance to be ordered as needed. The bid includes dyed recycled wood, Melaleuca, rubber mulch, playground wood chips and wood fiber, delivered and installed. The City of Pompano Beach issued this bid as the lead agency for the South Florida Governmental Purchasing Cooperative, on behalf of the City and eighteen other governmental agencies. Primary bid award is recommended to the low responsive bidder per item, and alternate bid awards to the remaining responsive bidders to be used should the material be unavailable from the primary contractors, all awards at the unit prices bid. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total \$109,500.00. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. City Commission approval of this contract award is requested.

Origin of request for this action: Staff

Fiscal impact and source of funding: As needed, from budgeted funds in account

001-3060-530.46-10 Repair & Maintenance / Land Building Improvements.

(Staff Contact: Robert McCaughan)

MEMORANDUM

Purchasing #18-004
October 31, 2017

To: Gregory P. Harrison, City Manager
Through: Otis J. Thomas, General Services Director
From: Jeffrey K. English, Purchasing Agent
Subject: Award Bid E-42-17 Mulch (Cooperative Bid)

Contract Need/Background

The City of Pompano Beach issued Bid E-42-17 to establish an annual contract for the purchase of mulch products, to be ordered as needed. Products included in the bid are mulch made of recycled wood dyed brown and red, both delivered and installed, Melaleuca and rubber mulch, delivered, and playground wood chips and engineered wood fiber, delivered and installed. Pompano Beach issued this bid as the lead agency, on behalf of the City and eighteen other governmental agencies in the South Florida Governmental Purchasing Cooperative. The estimated quantities stated in the bid solicitation include anticipated requirements from all of the participating agencies, including the City of Pompano Beach.

The City's Public Works Department requires mulch on an ongoing basis for use in landscaping throughout the city. The Public Works Department recommends the contract be awarded to the low bidder for each bid item as the primary contractor:

Advanced Mulch, Inc.,	Item 9
Adwood, Inc.,	Items 1, 2, 6, 12
Eastcoast Mulch,	Items 8, 10, 11, 13
Superior Mulch,	Items 3, 4, 5, 14

Awards are also recommended to the remaining responsive bidders for each item, to be used as alternate sources if the primary vendor is unable to supply the product. 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.

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 bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids6

Advertising

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

Funding

The total annual value of this contract award based on the combined estimated annual quantities of the eighteen participating co-op agencies, and the City of Pompano Beach, is \$1,618,803.00. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products could total \$109,500.00. 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 one-year contract award be made to the low bidder per item as the primary awardee as follows: Advanced Mulch, (Item 9), Adwood, (Items 1, 2, 6, 12), Eastcoast Mulch, (Items 8, 10, 11, 13), and Superior Mulch, (Items 3, 4, 5, 14). Alternate awards are recommended to the remaining bidders as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product. The contract may be renewed for additional one-year periods, subject to the terms and conditions contained in the bid specifications.

enclosures

cc: File
 Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4507

**City of Pompano Beach
PUBLIC WORKS DEPARTMENT**

Fax: (954) 786-4028

MEMORANDUM NO: 2018-07

DATE: October 20, 2017

TO: Otis Thomas, General Services Director

FROM: Robert McCaughan, Public Works Director *RCM*

SUBJECT: Award Bid E-42-17 Mulch (Cooperative Bid)

On September 28, 2017 the City opened and received bids for the Mulch Cooperative Bid E-42-17. Primary bid award recommended to the low bidders per item, and alternate bid awards to the remaining responsive bidders per item.

The Grounds Maintenance Division utilizes over 4000 cubic yards of mulch annually to control weeds along our highway median flowerbeds and throughout the City. By reducing lawn maintenance crew's time spent pulling weeds, continued usage of mulch will greatly increase the Grounds Maintenance Division's productivity.

The mulch will be funded from account number 001-3060-530.46-10 Repairs & Maintenance / Lands, Buildings, & Improvements. Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

RAM:nl

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 10/20/17

To: Grounds Maintenance Department Attn.: Patrick Lee

Subject: Bid No. E-42-17 Item/service: MULCH [Cooperative Bid]

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 001-3060-530.46-10

Title: Repairs & Maintenance – Lands, Bldgs, Improvements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Low bidder per item as primary contractor with alternate award to others.

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

Yes X 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 X No Not applicable for this bid

Signature: Robert M. Coughlin

Date: 10/20/17

Title: Public Works Director
(Department Head)

Event Number E-42-17
Event Title MULCH - Cooperative Bid

Organization City of Pompano Beach, FL
Workgroup Purchasing
Event Owner Jeff English
Email jeffrey.english@copbfl.com
Phone (954) 786-4098
Fax (954) 786-4168

Event Type IFB
Issue Date 8/21/2017 01:00:00 PM (ET)
Close Date 9/28/2017 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
Adwood, Inc	Lake Worth,	FL	9/28/2017 11:10:14 AM (ET)	1, 2, 6, 11 & 12
East Coast Mulch	Jupiter	FL	9/26/2017 11:34:12 AM (ET)	8, 10, 11 & 13
FORESTRY RESOURCES, INC.	FORT MYERS	FL	9/25/2017 03:20:30 PM (ET)	1-4, 6, 12, & 14
superior mulch	BOYNTON BEACH	FL	8/23/2017 02:48:26 PM (ET)	1-6, 12 & 14
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	9/27/2017 02:07:42 PM (ET)	9-11, 13
Amerigrow Recycling (Amerigrow Recycling Delray L.P.)	Delray Beach	FL	9/27/2017 04:25:31 PM (ET)	1-4, 6, 9-14

1	Mulch, bulk, delivered, red					# of yards per truckload	minimum order
Supplier QTY UOM Unit Price Extended Supplier Notes							
East Coast Mulch 20157 Cubic Yards \$0.00 \$0.00 NO BID NA							
ADVANCED MULCH INC 20157 Cubic Yards \$0.00 \$0.00 NO BID							
Adwood, Inc 20157 Cubic Yards \$15.00 \$302,355.00 100 Cubic yards 100 Cubic Yards							
Amerigrow Recycling (Amerigrow) 20157 Cubic Yards \$16.40 \$330,574.80 100 yards 100 yards							
superior mulch 20157 Cubic Yards \$16.50 \$332,590.50 100 100							
FORESTRY RESOURCES, INC. 20157 Cubic Yards \$21.49 \$433,173.93 80 yards 80 yards per truckload - Drop at 1 location only							
2	Mulch, bulk, delivered, brown					# of yards per truckload	minimum order
Supplier QTY UOM Unit Price Extended Supplier Notes							
East Coast Mulch 7400 Cubic Yards \$0.00 \$0.00 NO BID							
ADVANCED MULCH INC 7400 Cubic Yards \$0.00 \$0.00 NO BID							
Adwood, Inc 7400 Cubic Yards \$13.00 \$96,200.00 100 Cubic Yards 100 Cubic Yards							
Amerigrow Recycling (Amerigrow) 7400 Cubic Yards \$16.50 \$122,100.00 100 yards 100 yards							
superior mulch 7400 Cubic Yards \$17.00 \$125,800.00 100 100							
FORESTRY RESOURCES, INC. 7400 Cubic Yards \$19.69 \$145,706.00 80 Yards 80 yards per truckload - Drop at 1 location only							
3	Mulch, bagged, delivered, red					# of bags per pallet	minimum order
Supplier QTY UOM Unit Price Extended Supplier Notes							
Adwood, Inc 33180 Bags \$0.00 \$0.00 NO BID							
East Coast Mulch 33180 Bags \$0.00 \$0.00 NO BID							
ADVANCED MULCH INC 33180 Bags \$0.00 \$0.00 NO BID							
superior mulch 33180 Bags \$1.59 \$52,756.20 80 1600 bgs							
Amerigrow Recycling (Amerigrow) 33180 Bags \$1.85 \$61,383.00 75 bags per pallet 20 pallets							
FORESTRY RESOURCES, INC. 33180 Bags \$2.09 \$69,346.20 70 Bags per pallet - 2CF 1260 Bags per truckload - Drop at 1 location only							
4	Mulch, bagged, delivered, brown					# of bags per pallet	minimum order
Supplier QTY UOM Unit Price Extended Supplier Notes							
Adwood, Inc 44920 Bags \$0.00 \$0.00 NO BID							
East Coast Mulch 44920 Bags \$0.00 \$0.00 NO BID							
ADVANCED MULCH INC 44920 Bags \$0.00 \$0.00 NO BID							
superior mulch 44920 Bags \$1.59 \$71,422.80 70 1400							
Amerigrow Recycling (Amerigrow) 44920 Bags \$1.85 \$83,102.00 75 bags per pallet 20 pallets							
FORESTRY RESOURCES, INC. 44920 Bags \$2.05 \$92,086.00 70 Bags per pallet - 2CF 1260 Bags per truckload - Drop at 1 location only							

5	Melaleuca mulch, bagged, delivered					# of bags per pallet	minimum order
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	ADVANCED MULCH INC	200	Bags	\$0.00	\$0.00	NO BID	
	FORESTRY RESOURCES, INC.	200	Bags	\$0.00	\$0.00	NO BID	
	Adwood, Inc	200	Bags	\$0.00	\$0.00	NO BID	
	Amerigrow Recycling (Amerigrow)	200	Bags	\$0.00	\$0.00	NO BID	
	East Coast Mulch	200	Bags	\$0.00	\$0.00	NO BID	
	superior mulch	200	Bags	\$1.50	\$300.00	80	1600

6	Melaleuca mulch, bulk, delivered					# of yards per truckload	minimum order
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	East Coast Mulch	4600	Cubic Yards	\$0.00	\$0.00	NO BID	
	ADVANCED MULCH INC	4600	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	4600	Cubic Yards	\$13.00	\$59,800.00	100 cubic Yards	100 Cubic Yards
	Amerigrow Recycling (Amerigrow)	4600	Cubic Yards	\$15.49	\$71,254.00	100 yards	100 yards
	superior mulch	4600	Cubic Yards	\$15.50	\$71,300.00	100	100
	FORESTRY RESOURCES, INC.	4600	Cubic Yards	\$22.69	\$104,374.00	70 Yards	70 yards per truckload - Drop at 1 location only

7	Mulch, Rubber, bagged, delivered					# of bags per pallet	minimum order
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	FORESTRY RESOURCES, INC.	305	Super Sacks	\$0.00	\$0.00	NO BID	
	superior mulch	305	Super Sacks	\$0.00	\$0.00	NO BID	
	Adwood, Inc	305	Super Sacks	\$0.00	\$0.00	NO BID	
	East Coast Mulch	305	Super Sacks	\$0.00	\$0.00	NO BID	
	Amerigrow Recycling (Amerigrow)	305	Super Sacks	\$0.00	\$0.00	NO BID	
	ADVANCED MULCH INC	305	Super Sacks	\$0.00	\$0.00	NO BID	

8	Engineered Wood Fiber, bulk, installed					minimum order	
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	ADVANCED MULCH INC	5300	Cubic Yards	\$0.00	\$0.00	NO BID	
	FORESTRY RESOURCES, INC.	5300	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	5300	Cubic Yards	\$0.00	\$0.00	NO BID	
	Amerigrow Recycling (Amerigrow)	5300	Cubic Yards	\$0.00	\$0.00	NO BID	
	superior mulch	5300	Cubic Yards	\$0.00	\$0.00	NO BID	100
	East Coast Mulch	5300	Cubic Yards	\$35.00	\$185,500.00	\$35.00 per cu yd - 25 yard minimum	25 yards

9	Playground Safety Wood Chips, bulk, installed					minimum order	
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	Adwood, Inc	9663	Cubic Yards	\$0.00	\$0.00	NO BID	
	FORESTRY RESOURCES, INC.	9663	Cubic Yards	\$0.00	\$0.00	NO BID	
	East Coast Mulch	9663	Cubic Yards	\$0.00	\$0.00	NO BID	
	superior mulch	9663	Cubic Yards	\$0.00	\$0.00	NO BID	
	ADVANCED MULCH INC	9663	Cubic Yards	\$30.25	\$292,305.75	\$30.25 per cu yd blown-on installation	50 cubic yard minimum
	Amerigrow Recycling (Amerigrow)	9663	Cubic Yards	\$44.00	\$425,172.00		60 yards
10	Mulch, bulk, installed, brown					minimum order	
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	FORESTRY RESOURCES, INC.	23600	Cubic Yards	\$0.00	\$0.00	NO BID	
	superior mulch	23600	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	23600	Cubic Yards	\$0.00	\$0.00	NO BID	
	East Coast Mulch	23600	Cubic Yards	\$20.00	\$472,000.00	\$20.00 per cubic yard	50 yards
	ADVANCED MULCH INC	23600	Cubic Yards	\$28.00	\$660,800.00	\$28.00 per cu yd blown-on installation	50 cubic yard minimum
	Amerigrow Recycling (Amerigrow)	23600	Cubic Yards	\$30.00	\$708,000.00		60 yards
11	Mulch, bulk, installed, red					minimum order	
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	FORESTRY RESOURCES, INC.	7500	Cubic Yards	\$0.00	\$0.00	NO BID	
	superior mulch	7500	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	7500	Cubic Yards	\$0.00	\$0.00	NO BID	
	East Coast Mulch	7500	Cubic Yards	\$20.00	\$150,000.00	\$20.00 per cubic yard	50 yards
	ADVANCED MULCH INC	7500	Cubic Yards	\$28.00	\$210,000.00	\$28.00 per cu yd blown-on installation	50 cubic yard minimum
	Amerigrow Recycling (Amerigrow)	7500	Cubic Yards	\$30.00	\$225,000.00		60 yards
12	Mulch, bulk, delivered, gold					# of yards per truckload	minimum order
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	ADVANCED MULCH INC	700	Cubic Yards	\$0.00	\$0.00	NO BID	
	East Coast Mulch	700	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	700	Cubic Yards	\$15.00	\$10,500.00	100 cubic yards	100 cubic yars
	Amerigrow Recycling (Amerigrow)	700	Cubic Yards	\$17.00	\$11,900.00	100 yards	100 yards
	superior mulch	700	Cubic Yards	\$17.50	\$12,250.00	100	100
	FORESTRY RESOURCES, INC.	700	Cubic Yards	\$24.54	\$17,178.00	80 yards	80 yards per truckload - Drop at 1 location only

13	Mulch, bulk, installed, gold					minimum order	
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	FORESTRY RESOURCES, INC.	1300	Cubic Yards	\$0.00	\$0.00	NO BID	
	superior mulch	1300	Cubic Yards	\$0.00	\$0.00	NO BID	
	Adwood, Inc	1300	Cubic Yards	\$0.00	\$0.00	NO BID	
	East Coast Mulch	1300	Cubic Yards	\$20.00	\$26,000.00	\$20.00 per cubic yard	
	ADVANCED MULCH INC	1300	Cubic Yards	\$28.00	\$36,400.00	\$28.00 per cu yd blown-on installation	50 cubic yard minimum
	Amerigrow Recycling (Amerigrow)	1300	Cubic Yards	\$33.00	\$42,900.00		60 yards

14	Mulch, bagged, delivered, gold					# of bags per pallet	minimum order
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes	
	Adwood, Inc	19600	Bags	\$0.00	\$0.00	NO BID	
	ADVANCED MULCH INC	19600	Bags	\$0.00	\$0.00	NO BID	
	East Coast Mulch	19600	Bags	\$0.00	\$0.00	NO BID	
	superior mulch	19600	Bags	\$1.70	\$33,320.00	80	1600 bgs
	Amerigrow Recycling (Amerigrow)	19600	Bags	\$1.95	\$38,220.00	75 bags per pallet	20 pallets
	FORESTRY RESOURCES, INC.	19600	Bags	\$2.33	\$45,668.00	70 Bags per pallet - 2CF	1260 Bags per truckload - Drop at 1 location only

Line #	Att #	Attribute Name	Adwood, Inc	East Coast Mulch	FORESTRY RESOURCES, INC.	Superior Mulch	ADVANCED MULCH INC	Amerigrow Recycling (Amerigrow Recycling Delray L.P.)
	1	Delivery Time After Receipt of Order	10	3	7	2	7	3
	2	Additional Items at Awarded Contract Price	10	3	180	90	7	3
	3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	No	Yes	Yes	Yes
	4	Conflict of Interest	No	No	No	No	No	No
	5	Drug-Free Workplace	Yes	Yes	Yes	Yes	Yes	Yes
	6	Terms & Conditions	Agree	Agree	Agree	Agree	Agree	Agree
1		# of yards per truckload	100 Cubic yards	NA	80 yards	100		100 yards
1		minimum order	100 Cubic Yards		80 yards per truckload - Drop at 1 location only	100		100 yards
2		# of yards per truckload	100 Cubic Yards		80 Yards	100		100 yards
2		minimum order	100 Cubic Yards		80 yards per truckload - Drop at 1 location only	100		100 yards
3		# of bags per pallet			70 Bags per pallet - 2CF	80		75 bags per pallet
3		minimum order			1260 Bags per truckload - Drop at 1 location only	1600 bgs		20 pallets
4		# of bags per pallet			70 Bags per pallet - 2CF	70		75 bags per pallet
4		minimum order			1260 Bags per truckload - Drop at 1 location only	1400		20 pallets
5		# of bags per pallet				80		
5		minimum order				1600		
6		# of yards per truckload	100 cubic Yards		70 Yards	100		100 yards
6		minimum order	100 Cubic Yards		70 yards per truckload - Drop at 1 location only	100		100 yards
7		# of bags per pallet						
7		minimum order						
8		minimum order		25 yards		100		
9		minimum order				100	50 cu yd min	60 yards
10		minimum order		50 yards			50 cu yd min	60 yards
11		minimum order		50 yards			50 cu yd min	60 yards
12		# of yards per truckload	100 cubic yards	25, 50, 100 yards	80 yards	100		100 yards
12		minimum order	100 cubic yars	50 yards	80 yards per truckload - Drop at 1 location only	100		100 yards
13		minimum order					50 cu yd min	60 yards
14		# of bags per pallet		NA	70 Bags per pallet - 2CF	80		75 bags per pallet
14		minimum order		NA	1260 Bags per truckload - Drop at 1 location only	1600 bgs		20 pallets

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Adwood, Inc	Cinton Hodges	chodges@atldiversified.com	
East Coast Mulch	Christine Bowden	rcmr@comcast.net	
FORESTRY RESOURCES, INC.	Kristine Magee	Kmagee@gomulch.com	
superior mulch	CAROL MARRERO	CAROL@ATLASPEATANDSOIL.COM	
ADVANCED MULCH INC	Kenneth W. Bowden	info@advancedmulch.com	
			The number of calendar days for delivery time after receipt of order for bagged and bulk mulch deliveries is 3 days.
Amerigrow Recycling (Amerigrow Recycling Delray L.P.)	David Tomlinson	info@amerigrow.com	For blow on installation of mulch it is 21 calendar for delivery time after receipt of order.



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

**BID E-42-17
Mulch - Cooperative Bid**

August 21, 2017

The City of Pompano Beach is currently soliciting bids to establish annual contracts for the purchase of mulch. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for mulch products. Sealed bids will be received until **2:00 p.m. (local), September 21, 2017.**

Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. 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 solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

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

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

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

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish annual, open-end contracts for the purchase of mulch, delivered, in bulk or bags, or delivered and installed, as and when needed. The City of Pompano Beach is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation 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

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement 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. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

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 on the Bid Proposal form. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid 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, responsible bidder per item. Alternate awards will be made to the other responsive, responsible bidders per item to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when

required. 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. Delivery

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

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

G. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

H. 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).

I. 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 9,500 cubic yards.

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

Mulch, bagged, delivered, red, est. annual quantity 2,500 bags.

Mulch, bagged, delivered, brown, est. annual quantity 800 bags.

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

Mulch, bulk, delivered, Melaleuca, est. annual quantity 500 cubic yards.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 200 cubic yards.

Playground safety wood chips, installed, est. annual quantity 2,100 cubic yards.

Deliveries/installation to various locations within the City.

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

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

Delivery location: Rolling Green Municipal Complex, 515 NW 14 Ct., Boynton Bch.

3. **City of Coral Springs**, contact person Leonardo Bermudez, Purchasing Agent, (954) 344-1101.

Fibar engineered wood fiber, bulk, installed, est. annual quantity 500 cubic yards.

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

Deliveries/installation to various locations within the City.

4. **City of Dania Beach**, contact Tania Stevens, Senior Accountant, (954) 632-1485.

Mulch, bulk, delivered, red, est. annual quantity 2,557 cubic yards.

Deliveries to 1201 Stirling Road, Dania Bch.

5. **Town of Davie**, contact person Christina Semararo, Procurement Coordinator, (954) 797-1132.

- Mulch, bagged, delivered, brown, est. annual quantity 80 bags.
- Mulch, installed, red, est. annual quantity 300 cubic yards.
- Playground Safety Wood Chips, bulk, installed, est. annual quantity 600 cubic yards.
- Delivery and/or installation to various locations within the City.
6. **City of Deerfield Beach**, contact person Paul Collette, Buyer, (954) 480-4418.
- Mulch, installed, brown, est. annual quantity 8,800 cubic yards.
- Installation to various locations within the City.
7. **City of Delray Beach**, contact person Teresa Webb, Chief Purchasing Officer, (561) 243-7123.
- 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.
8. **City of Fort Lauderdale**, contact person Carrie Keohane, Budget Coordinator, (954) 828-5354.
- 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.

9. **City of Hallandale Beach**, contact person Joe Tollis Landscape Supervisor, (954) 457-1452.

Mulch, bulk, installed, gold, est. annual quantity 1,300 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 100 cubic yards.

Mulch, bagged, delivered, red, est. annual quantity 1,600 bags.

Mulch, bagged, delivered, brown, est. annual quantity 3,360 bags

Deliveries to 630 NW 2nd St., and various locations within the City.

10. **City of Hollywood**, contacts: Jason Haynes, Asst. Parks & Athletics Manager, (954) 921-3404 and Charlie Lassiter, Environmental Services Superintendent, (954) 967-4207.

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.

11. **City of Lauderdale**, contact person Charlie Coyler, (954) 730-2960.

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

Playground Safety Wood Chips, installed, est. annual quantity 100 cubic yards.

Delivery location: 2101 NW 49th Ave. Installations to various City locations.
12. **City of Margate**, contact person Nirmala Samlal, Buyer I, (954) 935-5355.

Mulch, gold, bulk, delivered, est. annual quantity 700 cubic yards.

Delivery location: 102 N Rock Island Rd., Margate.
13. **City of Miami Beach**, contact Alex Dennis, Procurement Manager, (305) 622-8031.

Mulch, bulk, installed, brown, est. annual quantity 1,300 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 250 cubic yards.

Deliveries to 2100 Meridian Ave., and installation to various City locations.
14. **City of North Miami Beach**, contact person Dwight Jackson, Park Superintendent, (305) 450-4411.

Mulch, bagged, delivered, gold, est. annual quantity 19,600 bags.

Mulch, bagged, delivered, brown, est. annual quantity 3,840 bags.

Playground Safety Wood Chips, installed, est. annual quantity 73 cubic yards

Deliveries to various locations within the City.
15. **City of Oakland Park**, contact Maggie Turner, Purchasing Specialist, (954) 630-4256.

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

Playground Safety Wood Chips, installed, est. annual quantity 300 cubic yards.

Deliveries to City Maintenance Compound, 3801 N.E. 5th Avenue, Oakland Park.
16. **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.

17. **Village of Royal Palm Beach**, contact person Chris Wax, Purchasing Specialist, (561) 790-5194.

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

Mulch, bulk, delivered, red estimated annual quantity 1,000 cubic yards.

Delivery location: 11801 Poinciana Blvd., Royal Palm Bch..

18. **City of Wilton Manors**, contact person Vincent Mullen, Grounds Supervisor, (954) 390-2193.

Mulch, bulk, delivered, brown est. annual quantity 300 cubic yards.

Playground Safety Wood Chips, installed, est. annual quantity 200 cubic yards

Deliveries to various locations within the City.

J. 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.

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. 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 his company 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 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 should 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.

Contractor must coordinate all work with the designated customer contact. The customer 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 customer 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 one (1) to a maximum of two feet (2') from all shrubs and trees. A six-inch (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, he shall notify the customer 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 ADA and ASTM standards. Various standard colors.
- b. To be furnished in “super sacks”, 2,000 pounds per sack.

7. 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.

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.

Contractor must coordinate all work with the designated customer contact. The customer 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 customer 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 customer. The customer 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 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.

K. 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 proposal. International Play Equipment Manufacturers Association (IPEMA) certification should be submitted with bid.

L. Insurance

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

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

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

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

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

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$200,000 Per Occurrence and
\$300,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form

___ owned

___ hired

___ non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

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

C. 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.

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

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

- (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. 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 agreement 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 agreement 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 successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

M. Questions And Communication

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

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 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.		manufacturer's warranty statement is to be submitted with the bid.
13.	Manufacturers' Certifications The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.	20.	Retention of Records and Right to Access Clause The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
14.	Copyrights and Patent Rights Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.	21.	Qualifications/Inspection Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
15.	Laws and Regulations All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.	22.	Anti-collusion Statement By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, bidder agrees to abide by all conditions of this bid and certifies that they 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 The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.		
17.	Conflict of Instructions If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.		
18.	Exceptions to Specifications For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.	23.	Indemnification Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
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	24.	Reservation for Rejections and Award The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and

	<p>technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.</p>	
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>	
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>	
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>	
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>	
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 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.</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>	
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> <ol style="list-style-type: none"> 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction. 	

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment

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

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

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

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

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
 - 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. 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;
 - 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;
 - 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.
 - 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.
- PUBLIC RECORDS CUSTODIAN**
- 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:**
- CITY CLERK**
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com
- 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.

SECTION III - PROPOSAL

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

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	20,157 cubic yards	Mulch, bulk, delivered, red	\$_____/cy	\$_____
		# of yards per truckload: _____		
		minimum order: _____		
2	7,400 cubic yards	Mulch, bulk, delivered, brown	\$_____/cy	\$_____
		# of yards per truckload: _____		
		minimum order: _____		
3	33,180 bags	Mulch, bagged, delivered, red	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
4	44,920 bags	Mulch, bagged, delivered, brown	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
5	200 bags	Melaleuca mulch, bagged, delivered	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
6	4,600 cubic yards	Melaleuca mulch, bulk, delivered	\$_____/cy	\$_____
		# of yards per truckload: _____		
		minimum order: _____		

7	305 super sacks	Mulch, Rubber, bagged, delivered	\$_____/super sack	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
8	5,300 cubic yards	Engineered Wood Fiber, bulk, installed	\$_____/cy	\$_____
		minimum order: _____		
9	9,663 cubic yards	Playground Safety Wood Chips, bulk, installed	\$_____/cy	\$_____
		minimum order: _____		
10	23,600 cubic yards	Mulch, bulk, installed, brown	\$_____/cy	\$_____
		minimum order: _____		
11	7,500 cubic yards	Mulch, bulk, installed, red	\$_____/cy	\$_____
		minimum order: _____		
12	700 cubic yards	Mulch, gold, bulk, delivered, per cy	\$_____/cy	\$_____
		# of yards per truckload: _____		
		minimum order: _____		
13	1,300 cubic yards	Mulch, gold, installed, per cy	\$_____/cy	\$_____
		minimum order: _____		
14	19600 bags	Mulch, gold, bagged, delivered,	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		

**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 agree to sell additional items at the awarded contract price? If so state the time period in calendar days applicable for such additional purchases: _____

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

Yes ____ No ____

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

____ Yes ____ No

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.)

No ____ Yes ____

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

Yes, bidder has a drug-free workplace program ____ No ____