

Telephone: _____ Fax: _____

From: [Carla Byrd](#)
To: [Jeffrey English](#)
Cc: [Purchasing Bids](#)
Subject: Approve award for IFB E-04-22 Mulch - Installed and Bagged, - Cooperative Invitation for Bids - Final
Date: Tuesday, February 8, 2022 9:05:09 PM
Attachments: [Purchasing Memo 22-011 Approve Award for IFB E-04-22 Mulch Co-op.pdf](#)
[Public Works Memorandum 2022-07.pdf](#)
[E-04-22 Tabulation.pdf](#)
[Bid Award Recommendation E-04-22.pdf](#)
[image001.jpg](#)

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,

cid:image022.jpg@01D778EB.AD3BBCE0



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

MEMORANDUM

Purchasing #22-011
January 26, 2022

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award E-04-22 Mulch-Installed and Bagged -Cooperative Invitation for Bids

Contract Need/Background

The City of Pompano Beach (City) issued Invitation for Bids (IFB) E-04-22 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 (Cooperative). The estimated quantities stated in the solicitation include anticipated requirements from all of the participating agencies, including the City.

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

Award is also recommended to Advanced Mulch, Inc., the remaining responsive bidder for each item, to be used as alternate sources if the primary contractor is unable to supply the product. It is anticipated that most orders will be placed with the primary contractor for each item to achieve the lowest cost to the City and Cooperative.

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

Bidders List

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

Number of companies responding with complete bids2

Advertising

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

Purchasing # 22-011

Page 2

January 26, 2022

Funding

Based upon the unit prices bid, and the City's estimated usage, the City's annual expenditures for mulch products could total \$20,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

Award Recommendation

It is recommended that an eight-month contract be awarded to the low bidder per item as the primary contractor as follows: East Coast Mulch Corp., (Items 4, 5, 6, 7), An alternate award is recommended to the second low bidder, Advanced Mulch, as outlined on the bid tabulation to be used if the primary contractor is unable to supply the product.

enclosures

cc: File
 Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4507

**City of Pompano Beach
PUBLIC WORKS DEPARTMENT**

Fax: (954) 786-4028

MEMORANDUM NO: 2022-07

DATE: January 26, 2022

TO: Carla Byrd, General Services Director

FROM: Robert McCaughan, Public Works Director *RAM*

SUBJECT: Award Bid E-04-22 Mulch – Installed and Bagged (Cooperative Bid)

On December 29, 2021 the City opened and received bids for the Mulch Cooperative Bid E-04-22. 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 001-3040-530.46-10 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 1/26/22

To: Grounds Maintenance Department Attn.: Anthony Orlando

Subject: Bid No. E-04-22 Item/service: Mulch – Installed and Bagged-Cooperative Invitation for Bids

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: 001-3040-530.46-10

Title: Repairs & Maint/Lands Bldgs Improvement

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: 

Date: 1/27/2022

Title: Public Works Director

(Department Head)

Event Number	E-04-22
Event Title	Mulch - Installed and Bagged - Cooperative Invitation for Bids
Event Type	ITB
Issue Date	11/24/2021 10:41:05 PM (ET)
Close Date	12/29/2021 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
East Coast Mulch	Jupiter	FL	12/9/2021 04:10:44 PM (ET)	4	\$1,111,750.00
ADVANCED MULCH INC	PALM BEACH GARDENS	FL	12/29/2021 09:39:13 AM (ET)	3	\$1,300,000.00

1	Mulch, bagged, delivered, red					# of bags per pallet
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	35180	Bags	No Bid		
	ADVANCED MULCH INC	35180	Bags	No Bid		
2	Mulch, bagged, delivered, brown					# of bags per pallet
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	45620	Bags	No Bid		
	ADVANCED MULCH INC	45620	Bags	No Bid		
3	Melaleuca mulch, bagged, delivered					# of bags per pallet
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	200	Bags	No Bid		
	ADVANCED MULCH INC	200	Bags	No Bid		
4	Engineered Wood Fiber, bulk, installed					minimum order
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	5450	Cubic Yards	\$40.00	\$218,000.00	50 yards
	ADVANCED MULCH INC	5450	Cubic Yards	No Bid		
5	Mulch, bulk, installed, brown					minimum order
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	23600	Cubic Yards	\$27.50	\$649,000.00	50 yards
	ADVANCED MULCH INC	23600	Cubic Yards	\$40.00	\$944,000.00	The minimum truckload is 50 cubic yards
6	Mulch, bulk, installed, red					minimum order
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	7500	Cubic Yards	\$27.50	\$206,250.00	50 yards
	ADVANCED MULCH INC	7500	Cubic Yards	\$40.00	\$300,000.00	The minimum truckload is 50 cubic yards
7	Mulch, bulk, installed, gold					minimum order
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	1400	Cubic Yards	\$27.50	\$38,500.00	50 yards
	ADVANCED MULCH INC	1400	Cubic Yards	\$40.00	\$56,000.00	The minimum truckload is 50 cubic yards
8	Mulch, bagged, delivered, gold					# of bags per pallet
	Supplier	QTY	UOM	Unit Price	Extended	
	East Coast Mulch	20600	Bags	No Bid		
	ADVANCED MULCH INC	20600	Bags	No Bid		

Att #	Attribute Name	East Coast Mulch	ADVANCED MULCH INC
1	Delivery Time After Receipt of Order	3	5
2	Additional Items at Awarded Contract Price	3	5
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes
4	Conflict of Interest	No	No
5	Drug-Free Workplace	No	Yes
6	Terms & Conditions	Agree	Agree
1	# of bags per pallet		
2	minimum order		
1	# of bags per pallet		
2	minimum order		
1	# of bags per pallet		
2	minimum order		
1	minimum order	50 yards	
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	minimum order	50 yards	The minimum truckload is 50 cubic yards
1	# of bags per pallet		
2	minimum order		



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east coast
<input type="button" value="Search"/>

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
EAST COAST MULCH CORP.

Filing Information

Document Number P98000099421 FEI/EIN Number 65-0876231 Date Filed 11/23/1998 State FL Status ACTIVE

Principal Address

954 Dolphin Court
JUPITER, FL 33458

Changed: 01/20/2015

Mailing Address

PO BOX 1352
JUPITER, FL 33468

Changed: 03/31/2009

Registered Agent Name & Address

BOWDEN, RAYMOND
954 Dolphin Court
JUPITER, FL 33458

Name Changed: 03/08/2004

Address Changed: 01/20/2015

Officer/Director Detail

Name & Address

Title P

BOWDEN, RAYMOND

954 Dolphin Court
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2020	02/28/2020
2021	04/01/2021
2022	01/27/2022

Document Images

<u>01/27/2022 -- ANNUAL REPORT</u>	View image in PDF format
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<u>03/23/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/07/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/23/1998 -- Domestic Profit</u>	View image in PDF format



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

BID E-04-22

Mulch – Installed and Bagged - Cooperative Invitation for Bids

November 24, 2021

The City of Pompano Beach (City) is currently soliciting for bids to establish annual contracts for the purchase of installed and bagged 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 each agency's respective estimated annual requirements for mulch products. Sealed bids will be received until **2:00:00 p.m. (local), December 29, 2021.**

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

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this 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 Invitation for Bids: Specifications/Special Conditions, General Conditions, and Line Item Pricing. Please read all sections thoroughly. Complete the solicitation 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 solicitation, please contact Jeff English, Purchasing Agent, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

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

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than one hundred twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

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

D. Basis of Award

Bidders may bid on any or all items. The primary contract award will be made to the lowest responsive and responsible bidder per item. Alternate awards will be made to the other responsive and 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 provide the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The 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 solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its bid, to contact the City Purchasing Division at (954) 786-4098 to determine if an addendum was issued and to make such addendum a part of its bid. An addendum will be posted to this solicitation in the eBid System.

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

For agencies who are participating in this solicitation refer to Attachment A - Participating Agencies.

I. 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. 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).
- b. Fibar is to be 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.

3. Mulch, Bagged, Delivered

- a. Mulch product to be as previously specified.
- 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 previously specified.
- 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 agency contact. The agency 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 agency contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of 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, the Contractor shall notify the agency contact within two (2) hours.

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

5. Melaleuca Mulch Specifications

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

The Contractor must coordinate all work with the designated agency contact. The agency 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 agency contact prior to installation in order to discuss unusual needs in the area of work to be performed that day.

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

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

K. Insurance

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

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of the contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by this contract, including

limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as 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 the resulting contract.

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

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (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.

2. Liability Insurance.

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

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

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

* Policy to be written on a claims occurrence basis

Per Occurrence Aggregate

\$1,000,000 \$2,000,000

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

XX	Independent Contractors	personal injury
XX	personal injury	
—	CG2010	ongoing operations (or its' equivalent)
—	CG 2037	completed operations (or its' equivalent)
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate.
 Bodily injury (each person) bodily injury (each accident),
 property damage, bodily injury and property damage
 combined.

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

* Policy to be written on a claims occurrence basis

—	comprehensive form	Agent must show proof it has this coverage.
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EXCESS / UMBRELLA LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims made basis

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

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

ENVIRONMENTAL / POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a claims-made basis

XX	environmental/pollution liability	\$1,000,000	\$1,000,000
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CYBER LIABILITY

	Per Occurrence	Aggregate
--	----------------	-----------

* Policy to be written on a claims occurrence basis

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

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

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

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

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

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

6. **Waiver of Subrogation.** Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss 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 a Contract on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The 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.

L. 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 the 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. Bidders must submit their response via the eBid System.
- 1.3. It will be the sole responsibility of the bidder to have its 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 its 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.	20.	Retention of Records and Right to Access Clause
13.	Manufacturers' Certifications		The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
	The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.	21.	Qualifications/Inspection
14.	Copyrights and Patent Rights		Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
	Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.	22.	Anti-collusion Statement
15.	Laws and Regulations		By submitting this bid, the bidder affirms that its bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
	All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.		Additionally, bidder agrees to abide by all conditions of this bid and certifies that it has the legal authority to submit this bid on behalf of the named bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
16.	Taxes	23.	Indemnification
	The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.		Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Contractor during the performance of the Contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
17.	Conflict of Instructions	24.	Reservation for Rejections and Award
	If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specific conditions shall govern.		The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The
18.	Exceptions to Specifications		
	For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in its 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 its bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.		
19.	Warranties		
	The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.		

	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.		submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
25.	<p>Interpretations</p> <p>Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.</p>	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 Division.</p>
26.	<p>Failure to Respond</p> <p>If you elect not to bid, please use the "No Bid" feature of the eBid System. Failure to respond, either by submitting a bid, or by submitting a "No Bid" response, may result in your name being removed from our notification list.</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>
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>	1)	<p>Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.</p>
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>	2)	<p>Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.</p>
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 sub-contracts except as they may be necessary, and complete any continued portions of the work.</p>	3)	<p>Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).</p>
		4)	<p>In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.</p>
30.	<p>Public Entity Crimes</p> <p>In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not</p>	5)	<p>Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.</p>
		6)	<p>Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.</p>

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 Contract and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III – BID LINE ITEM PRICING

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	35,180 bags	mulch, bagged, delivered, red	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
2	45,620 bags	mulch, bagged, delivered, brown	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
3	200 bags	Melaleuca mulch, bagged, delivered	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		
4	5,450 cubic yards	Engineered Wood Fiber, bulk, installed	\$_____/cy	\$_____
		minimum order: _____		
5	23,600 cubic yards	mulch, bulk, installed, brown	\$_____/cy	\$_____
		minimum order: _____		
6	7,500 cubic yards	mulch, bulk, installed, red	\$_____/cy	\$_____
		minimum order: _____		
7	1,400 cubic yards	mulch, gold, installed, per cy	\$_____/cy	\$_____
		minimum order: _____		
8	20,600 bags	Mulch, gold, bagged, delivered,	\$_____/bag	\$_____
		# of bags per pallet: _____		
		minimum order: _____		

ATTRIBUTES

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

Acknowledgment of the following Addenda is noted:

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

Delivery time after receipt of order _____ calendar days.

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

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

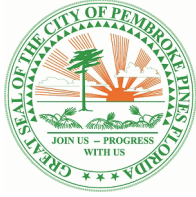
Yes _____ No _____

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.)

Yes_ ____ No ____

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



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 7.

File ID: 22-0563

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/20/2022

Short Title: Purchase of Mulch from Eastcoast Mulch

Final Action: 08/03/2022

Title: MOTION TO APPROVE THE PURCHASE OF MULCH ON AN AS NEEDED BASIS FROM EASTCOAST MULCH UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) CONTRACT # E-04-22 FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$155,375, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 08/03/2022

Agenda Number: 7.

Internal Notes:

Attachments: 1. Mulch Cooperative Contract City Pompano Beach

1	City Commission	08/03/2022	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple	
		Nay: - 0		

MOTION TO APPROVE THE PURCHASE OF MULCH ON AN AS NEEDED BASIS FROM EASTCOAST MULCH UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) CONTRACT # E-04-22 FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$155,375, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

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 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- 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. On March 4, 2020, the Commission approved 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.

2. 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.

3. The Public Services Department purchases the red mulch, delivered and installed, which was awarded on contract # E-42-17 to EastCoast Mulch.

4. EastCoast Mulch declined to renew the agreement on the most recent renewal term. As a result, the City of Pompano Beach issued a new bid for the mulch items which were not renewed on contract # E-42-17.

5. On February 14, 2022, the City of Pompano Beach entered into a new agreement with EastCoast Mulch, contract # E-04-22. The new price for the bulk red mulch delivered and installed on the new agreement is \$27.50 per cubic yard. The new agreement will expire on November 14, 2022.

6. The City of Pompano Beach is working on a new bid for mulch as the lead agency for the Co-Op, which will take effect once contract # E-04-22 has expired. A separate agenda item will be brought to Commission for approval next fiscal year.

6. The Public Services Department is estimating needing 5,650 cubic yards for current fiscal year projects.

7. Motion to approve the purchase of mulch on an as needed basis from Eastcoast Mulch, utilizing the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) contract # E-04-22 for an estimated annual amount not to exceed \$155,375, pursuant to section 35.18(C) (6) of the City's Code of Ordinances.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$155,375 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)
- 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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.