



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](mailto:info@advancedmulch.com)

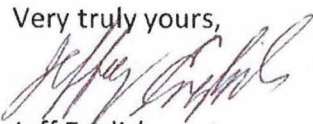
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Thank you for your continued cooperation.

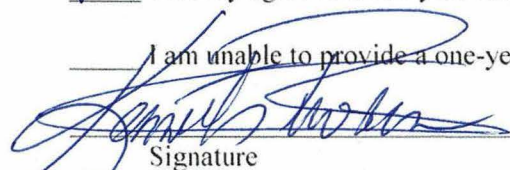
Very truly yours,

  
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. 69<sup>th</sup> Avenue  
Miami, Florida 33166

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

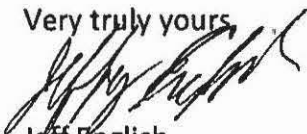
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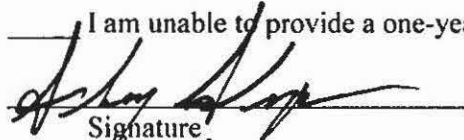
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Purchasing Agent

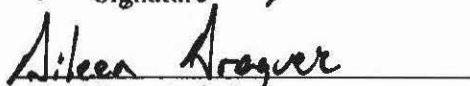
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Signature

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](mailto:rcmr@comcast.net) and Facsimile: (561) 277-9491

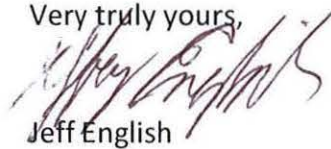
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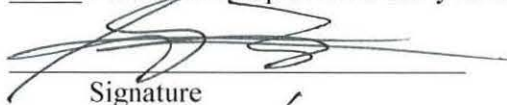


Jeff English  
Purchasing Agent

cc: file

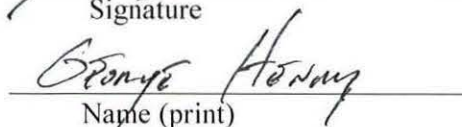
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Signature

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](mailto:carol@atlaspeatandsoil.com) and Facsimile: (561) 734-3013

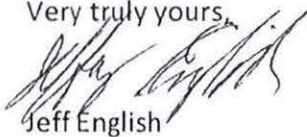
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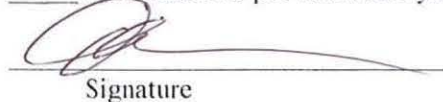


Jeff English  
Purchasing Agent

cc: file

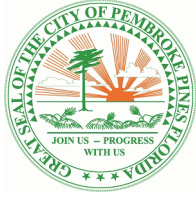
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☐ I am unable to provide a one-year extension of the subject contract.

  
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
<b>Action Text:</b> 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](mailto:info@advancedmulch.com)

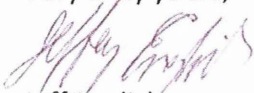
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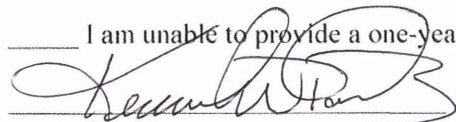
Very truly yours,

  
Jeff English  
Purchasing Agent

cc: file

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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. 69<sup>th</sup> Avenue  
Miami, Florida 33166

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

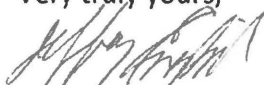
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Jeff English  
Purchasing Agent

cc: file

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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](mailto:rcmr@comcast.net) and Facsimile: (561) 277-9491

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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](mailto:carol@atlaspeatandsoil.com) and Facsimile: (561) 734-3013

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Purchasing Agent

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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: \_\_\_\_\_  
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**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***

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**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 bids .....6

### 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

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**MEMORANDUM NO: 2018-07**

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**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)

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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	100
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	25, 50, 100 yards	50 yards
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**

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**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 2<sup>nd</sup> 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 49<sup>th</sup> 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. 5<sup>th</sup> 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](mailto: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><b>Interpretations</b></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>		<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>
26.	<p><b>Failure to Respond</b></p> <p>If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.</p>	31.	<p><b>Governing Procedures</b></p> <p>This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.</p>
27.	<p><b>Bid Tabulations</b></p> <p>Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.</p>	32.	<p><b>Identical Tie Bids</b></p> <p>In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.</p> <p>Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:</p>
28.	<p><b>Assignment</b></p> <p>Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.</p>	1)	<p>Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.</p>
29.	<p><b>Termination for Convenience of City</b></p> <p>Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.</p>	2)	<p>Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.</p>
30.	<p><b>Public Entity Crimes</b></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>

- 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 \_\_\_\_