

Meeting Date: 7/26/11

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid H-44-11, Mulch (Cooperative Bid), to the low responsive bidders, Superior Mulch (Items 1, 3, 4, 7, 8, 9) and Florida Mulch (Items 2, 10) and East Coast Mulch (Items 5, 6) and Advanced Mulch (Item 11) and Toilet Taxi (Items 12, 13), as prime contractors, and to the other responsive bidders as alternate contractors, for annual open-end contracts. The estimated annual cost to the City for mulch is \$78,731.

Summary of Purpose and Why:

Bid H-44-11 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, and rubber mulch, playground wood chips and Fibar wood fiber, delivered, and 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 sixteen 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 unit prices bid, and the City's portion of the estimated contract usage, annual expenditures for mulch products could total \$78,731. 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.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Rob McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 001-3040-530.46-10, General Fund/Grounds Maintenance/Repair & Maintenance.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>7/20/11</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>7/19/11</u>	<u>approve</u>	<u>Pete...</u>
Finance	<u>7/19/11</u>	<u>Approve</u>	<u>...</u>
Budget	<u>7/19/11</u>	<u>Approve</u>	<u>...</u>

City Manager

Annexa Beard


ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
_____	_____	_____	_____
2 nd Reading	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

Purchasing #11-103
July 18, 2011

To: Dennis W. Beach, City Manager

From: Leeta Hardin, General Services Director 

Subject: Award Bid H-44-11, Mulch (Cooperative Bid)

Contract Need/Background

The City of Pompano Beach issued Bid H-44-11 to establish an annual contract for the purchase of mulch products, to be ordered as needed. Products included in this bid are mulch made of recycled wood dyed brown and red, both delivered and installed, Melaleuca and rubber mulch, delivered, playground wood chips and Fibar engineered wood fiber, both delivered and installed. Pompano Beach issued this bid as the lead agency, on behalf of the City and sixteen 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 Director recommends the contract be awarded to the low bidder for each bid item as the primary contractor:

- Superior Mulch, Items 1, 3, 4, 7, 8, 9
- Florida Mulch Inc., Items 2, 10
- East Coast Mulch, Items 5, 6
- Advanced Mulch, Item 11
- Toilet Taxi, Items 12, 13

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 bid 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.....11

Purchasing #11-103

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July 18, 2011

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The total annual value of this contract award, based on the combined estimated annual quantities of the sixteen participating co-op agencies, and the City of Pompano Beach, is \$572,482. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products could total \$78,731. City purchases will be made, as needed, from budgeted funds in account, 001-3040-530.46-10, General Fund/Grounds Maintenance/Repair & Maintenance.

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: Item 1 Superior Mulch, Item 2 Florida Mulch, Item 3 Superior Mulch, Item 4 Superior Mulch, Item 5 East Coast Mulch Corp., Item 6 East Coast Mulch Corp., Item 7 Superior Mulch, Item 8 Superior Mulch, Item 9 Superior Mulch, Item 10 Florida Mulch, Item 11 Advanced Mulch, Item 12 Toilet Taxi, Item 13 Toilet Taxi. 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 period will be one (1) year, commencing upon award by the Commission. The contract may be renewed for an additional one-year period, subject to the terms and conditions contained in the bid specifications.

/lh

enclosures

cc: file



Phone: (954) 786-4107

**City of Pompano Beach
Public Works Department**

Fax: (954) 786-4011

MEMORANDUM NO.11 - 019

DATE: July 19, 2011

TO: Leeta Hardin, General Services Director

FROM: Arnold McRay, Grounds Supervisor 

SUBJECT: **Red Mulch Bid Award**

The Ground Maintenance Division utilizes over 4,800 cubic yards of mulch annually. Mulching is used to control weeds in our highway median flowerbeds throughout the City. Continued use of mulch greatly increases the productivity, reducing time spent pulling weeds by our lawn crews.

I recommend the mulch bid be awarded to the low bidders.

RM/rb

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Leeta Hardin Date 7/18/11

To: Public Works / Grounds Maintenance Department Attn.: Arnold McRay, Supervisor

Subject: Bid No. H-44-11 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: 001-3040-530.46-10

Title: General Fund / Grounds Maintenance / Repair & Mt.

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Low bidder per item as primary contractor with alternate awards 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 No Not applicable for this bid X

Signature: Robert McRay

Date: 7/20/11

Title: Public Works Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420	Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Elan Lawn and Landscape Services Inc, 800 Poinciana Drive, Pembroke Pines, FL 33025
1., Mulch, red, delivered in bulk, per CY:	no bid	\$17.20	no bid	\$20.50
Total for 11,195 cy:	no bid	\$192,554.00	no bid	\$229,497.50
# of yards per truckload minimum order	100 yards	100 yards		100 yards
	100 yards			100 yards
2., Mulch, brown, delivered in bulk, per cy:	no bid	\$15.75	no bid	\$19.40
Total for 6,930 CY:	no bid	\$109,147.50	no bid	\$134,442.00
# of yards per truckload minimum order	100 yards	100 yards		100 yards
	100 yards			100 yards
3., Mulch, red, delivered in bags, per bag:	no bid	\$1.70	no bid	\$2.00
Total for 9,100 bag:	no bid	\$15,470.00	no bid	\$18,200.00
# of bags per pallet minimum order	75 bags	75 bags		75 bags
	1650 bags	1650 bags		10 pallets
4., Mulch, brown, delivered in bags, per bag:	no bid	\$1.59	no bid	\$1.94
Total for 20,000 bag:	no bid	\$31,800.00	no bid	\$38,800.00
# of bags per pallet minimum order	75 bags	75 bags		75 bags
	1650 bags	1650 bags		10 pallets
5., Mulch, red, bulk, installed, per CY:	\$28.50	\$30.00	\$24.50	\$30.50
Total for 5,800 CY:	\$165,300.00	\$174,000.00	\$142,100.00	\$176,900.00
minimum order	20 yards	30 yards	25 yards	100 yards

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

	Extreme Lawn & Landscape, 2760 N.W. 55th Court, Bay #2, Ft. Lauderdale, FL 33309	Florida Mulch, P.O. Box 110189, Palm Bay, FL 32911-0189	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design Inc, 2017 91st Street N.W., Bradenton, FL 34209
Bidder:				
1., Mulch, red, delivered in bulk, per CY:	\$24.50	\$16.50	\$17.99	\$26.06
Total for 11,195 cy:	\$274,277.50	\$184,717.50	\$201,398.05	\$291,741.70
# of yards per truckload	100 yards	110 yards	80 yards	100 yards
minimum order	20 yards	110 yards	80 yards	11100 yards
2., Mulch, brown, delivered in bulk, per cy:	\$26.00	\$15.50	\$17.99	\$26.06
Total for 6,930 CY:	\$180,180.00	\$107,415.00	\$124,670.70	\$180,595.80
# of yards per truckload	100 yards	110 yards	80 yards	100 yards
minimum order	20 yards	110 yards	80 yards	6900 yards
3., Mulch, red, delivered in bags, per bag:	\$3.99	\$1.60	\$1.64	\$2.68
Total for 9,100 bag:	\$36,309.00	\$14,560.00	\$14,924.00	\$24,388.00
# of bags per pallet	80 bags	75 bags	70 bags	70 bags
minimum order	2 pallets	24 pallets	1260 bags	8400 bags
4., Mulch, brown, delivered in bags, per bag:	\$4.10	\$1.55	\$1.64	\$2.68
Total for 20,000 bag:	\$82,000.00	\$31,000.00	\$32,800.00	\$53,600.00
# of bags per pallet	80 bags	75 bags	70 bags	70 bags
minimum order	2 pallets	24 pallets	1260 bags	19600 bags
5., Mulch, red, bulk, installed, per CY:	\$27.00	no bid	no bid	\$38.06
Total for 5,800 CY:	\$156,600.00	no bid	no bid	\$220,748.00
minimum order	20 yards			5800 yards

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	Toilet Taxi, 2760 N.W. 55th Court, Ft. Lauderdale, FL 33309	Wood Mulch Products Inc., 2425 Lasso Lane, Lakeland, FL 33801
1., Mulch, red, delivered in bulk, per CY:	\$16.25	\$22.50	\$18.00
Total for 11,195 cy:	\$181,918.75	\$251,887.50	\$201,510.00
# of yards per truckload	100 yards	100 yards	100 yards
minimum order	100 yards	20 yards	100 yards
2., Mulch, brown, delivered in bulk, per cy:	\$16.50	\$24.00	\$17.00
Total for 6,930 CY:	\$114,345.00	\$166,320.00	\$117,810.00
# of yards per truckload	100 yards	100 yards	85 yards
minimum order	not stated	20 yards	85 yards
3., Mulch, red, delivered in bags, per bag:	\$1.49	\$1.99	\$2.05
Total for 9,100 bag:	\$13,559.00	\$18,109.00	\$18,655.00
# of bags per pallet	80 bags	80 bags	75
minimum order	1600 bags	2 pallets	24 pallets
4., Mulch, brown, delivered in bags, per bag:	\$1.49	\$2.10	\$1.97
Total for 20,000 bag:	\$29,800.00	\$42,000.00	\$39,400.00
# of bags per pallet	80 bags	80 bags	75
minimum order	1600 bags	2 pallets	16 pallets
5., Mulch, red, bulk, installed, per CY:	no bid	\$25.00 no bid	
Total for 5,800 CY:	no bid	\$145,000.00 no bid	
minimum order		20 yards	

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420	Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Elan Lawn and Landscape Services Inc, 800 Poinciana Drive, Pembroke Pines, FL 33025
6., Mulch, brown, bulk, installed, per cy:	\$28.50	\$30.00	\$24.50	\$29.40
Total for 300 cy:	\$8,550.00	\$9,000.00	\$7,350.00	\$8,820.00
minimum order	20 yards	30 yards	25 yards	100 yards
7., Mulch, melaleuca, delivered in bulk, per CY:	no bid	\$15.20	no bid	\$18.90
Total for 120 cy:	no bid	\$1,824.00	no bid	\$2,268.00
# of yards per truckload		100 yards		100 yards
minimum order		100 yards		100 yards
8., Mulch, melaleuca, delivered in bags, per bag:	no bid	\$1.60	no bid	\$1.89
Total for 5,760 bags:	no bid	\$9,216.00	no bid	\$10,886.40
# of bags per pallet		75 bags		75-80 bags
minimum order		1650 bags		10 pallets
9., Mulch, rubber, delivered in bags, per super sack:	no bid		no bid	\$500.00
Total for 10 super sack:	no bid		no bid	\$5,000.00
minimum order				5 super sacks
10., Playground Safety Wood Chips, delivered in bulk, per cy:	no bid		no bid	\$38.40
Total for 1,200 cy:	no bid		no bid	\$46,080.00
# of yards per truckload				100 yards
minimum order				20 yards
11., Playground Safety Wood Chips, installed, per cy:	\$31.95		\$33.00	\$48.40
Total for 1,300 cy:	\$41,535.00		\$42,900.00	\$62,920.00

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Extreme Lawn & Landscape, 2760 N.W. 55th Court, Bay #2, Ft. Lauderdale, FL 33309	Florida Mulch, P.O. Box 110189, Palm Bay, FL 32911-0189	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design Inc, 2017 91st Street N.W., Bradenton, FL 34209
6., Mulch, brown, bulk, installed, per cy:	\$28.00 no bid		no bid	\$38.06
Total for 300 cy:	\$8,400.00 no bid		no bid	\$11,418.00
minimum order	20 yards			300 yards
7., Mulch, melaleuca, delivered in bulk, per CY:	\$23.35 no bid		\$17.99 does not meet spec, bid	
Total for 120 cy:	\$2,802.00 no bid		\$2,158.80 Eucalyptus	
# of yards per truckload	100 yards		80 yards	
minimum order	20 yards		80 yards	
8., Mulch, melaleuca, delivered in bags, per bag:	\$4.30 no bid		\$1.61 does not meet spec, bid	
Total for 5,760 bags:	\$24,768.00 no bid		\$9,273.60 Eucalyptus	
# of bags per pallet	80 bags		70 bags	
minimum order	2 pallets		1260 bags	
9., Mulch, rubber, delivered in bags, per super sack:	\$650.00 no bid		no bid	no bid
Total for 10 super sack:	\$6,500.00 no bid		no bid	no bid
minimum order	1 super sack			
10., Playground Safety Wood Chips, delivered in bulk, per cy:	\$37.00	\$17.00	\$18.56	\$32.88
Total for 1,200 cy:	\$44,400.00	\$20,400.00	\$22,272.00	\$39,456.00
# of yards per truckload	100 yards	110 yards	80 yards	100 yards
minimum order	20 yards	110 yards	80 yards	1200 yards
11., Playground Safety Wood Chips, installed, per cy:	\$45.00 no bid		no bid	\$44.88
Total for 1,300 cy:	\$58,500.00 no bid		no bid	\$58,344.00

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	Toilet Taxi, 2760 N.W. 55th Court, Ft. Lauderdale, FL 33309	Wood Mulch Products Inc., 2425 Lasso Lane, Lakeland, FL 33801
6., Mulch, brown, bulk, installed, per cy:	no bid	\$26.00	no bid
Total for 300 cy:	no bid	\$7,800.00	no bid
minimum order		20 yards	
7., Mulch, melaleuca, delivered in bulk, per CY:	\$14.50	\$21.35	no bid
Total for 120 cy:	\$1,740.00	\$2,562.00	no bid
# of yards per truckload	100 yards	100 yards	
minimum order	100 yards	20 yards	
8., Mulch, melaleuca, delivered in bags, per bag:	\$1.40	\$2.30	no bid
Total for 5,760 bags:	\$8,064.00	\$13,248.00	no bid
# of bags per pallet	80 bags	80 bags	
minimum order	1600 bags	2 pallets	
9., Mulch, rubber, delivered in bags, per super sack:	\$410.00	\$600.00	no bid
Total for 10 super sack:	\$4,100.00	\$6,000.00	no bid
minimum order	10 sacks	1 super sack	
10., Playground Safety Wood Chips, delivered in bulk, per cy:	\$23.00	\$35.00	no bid
Total for 1,200 cy:	\$27,600.00	\$42,000.00	no bid
# of yards per truckload	100 yards	100 yards	
minimum order	100 yards	20 yards	
11., Playground Safety Wood Chips, installed, per cy:	no bid	\$43.00	no bid
Total for 1,300 cy:	no bid	\$51,600.00	no bid

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

			Amerigrow Recycling - Delray, L.P., 10320 W. Atlantic Avenue, Delray Beach, FL 33446	Eastcoast Mulch, P.O. Box 1352, Jupiter FL 33468	Elan Lawn and Landscape Services Inc, 800 Poinciana Drive, Pembroke Pines, FL 33025
Bidder:	Advanced Mulch Inc, P.O. Box 32943, Palm Beach Gardens, FL 33420			25 yards	20 yards
minimum order	20 yards				
12., Fibar Engineered Wood Fiber, bulk, per cy:	no bid		no bid	no bid	\$36.50
Total for 100 cy:	no bid		no bid	no bid	\$3,650.00
# of yards delivered per truckload minimum order					100 yards 50 yards
13., Fibar Engineered Wood Fiber, installed, per cy:	no bid		no bid	\$35.00	\$46.50
Total for 500 cy:	no bid		no bid	\$17,500.00	\$23,250.00
minimum order				100 yards	50 yards
Bulk/Bagged Delivery time a.r.o.:	n/a		2 calendar days	n/a	10 calendar days
Installed Delivery time a.r.o.	5 calendar days		5 calendar days	3 calendar days	12 calendar days
Notes:					

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

	Extreme Lawn & Landscape, 2760 N.W. 55th Court, Bay #2, Ft. Lauderdale, FL 33309 20 yards	Florida Mulch, P.O. Box 110189, Palm Bay, FL 32911-0189	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	Miller Recreation Equipment & Design Inc, 2017 91st Street N.W., Bradenton, FL 34209 1300 yards
Bidder: minimum order				
12., Fibar Engineered Wood Fiber, bulk, per cy: Total for 100 cy:	\$22.00 no bid \$2,200.00 no bid		no bid no bid	\$32.93 \$3,293.00
# of yards delivered per truckload minimum order	100 yards 20 yards			100 yards 100 yards
13., Fibar Engineered Wood Fiber, installed, per cy: Total for 500 cy: minimum order	\$27.00 no bid \$13,500.00 no bid 20 yards		no bid no bid	\$44.93 \$22,465.00 500 yards
Bulk/Bagged Delivery time a.r.o.:	3 calendar days	2-5 calendar days	3-5 calendar days	5-6 weeks depends on qty.
Installed Delivery time a.r.o.	5 calendar days	n/a	n/a	7 calendar days
Notes:				Items 7 and 8 alternate material, not as specified. Mathematical calculations corrected for extensions of items 1, 2, 3, 4, and 10; in case of an error unit prices govern.

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: H-44-11 Title: Mulch, Cooperative Bid

Date 7/15/11

Bidder:	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	Toilet Taxi, 2760 N.W. 55th Court, Ft. Lauderdale, FL 33309	Wood Mulch Products Inc., 2425 Lasso Lane, Lakeland, FL 33801
minimum order	20 yards		
12., Fibar Engineered Wood Fiber, bulk, per cy:	no bid	\$20.00	no bid
Total for 100 cy:	no bid	\$2,000.00	no bid
# of yards delivered per truckload	100 yards		
minimum order	20 yards		
13., Fibar Engineered Wood Fiber, installed, per cy:	no bid	\$25.00	no bid
Total for 500 cy:	no bid	\$12,500.00	no bid
minimum order	20 yards		
Bulk/Bagged Delivery time a.r.o.:	1 calendar days	3 calendar days	2-4 calendar days
Installed Delivery time a.r.o.:	n/a	5 calendar days	n/a
Notes:	Item 9, Bidder notes mulch is black, \$595/sack for color.		Orchidman Landscape Artisans Corp. withdrew bid due to pricing errors.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



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

BID H-44-11 – MULCH (COOPERATIVE BID)

July 5, 2011

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), July 15, 2011, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

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 and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, 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 contract shall be automatically renewed for a second one-year period unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the second period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

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

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) 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 is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, 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.

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 Coconut Creek, contact person David Santucci, Buyer, (954) 956-1548.

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

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

Mulch, bagged, delivered, red, estimated annual quantity 2,000 bags.

Mulch, installed, red, estimated annual quantity 2,000 cubic yards.

Fibar Engineered Wood Fiber, bulk, installed, estimated annual quantity 500 cubic yards. (No substitutes accepted.)

Installation to various locations within the City, and deliveries to 5500 N.W. 39th Avenue, Coconut Creek, 33073.

- (2) City of Cooper City, contact Kerri Anne Fisher, Purchasing Agent, (954) 434-4300.

Playground Safety Wood Chips, installed, estimated annual quantity 1,000 cubic yards.

Installation to various locations within the City.

- (3) City of Coral Springs, contact person Art Resnik, Purchasing Agent, (954) 344-1101.

Mulch, installed, red, estimated annual quantity 750 cubic yards.

Deliveries/installation to various locations within the City.

Special requirements: Must provide proper MOT, when needed.

- (4) City of Dania Beach, contact Nanci Denny, Purchasing/Contracts Coordinator, (954) 924-6800.

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

Mulch, bulk, delivered, red, estimated annual quantity 200 cubic yards.

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

Installation to various locations within the City, and deliveries to 1201 Stirling Road, Dania Beach.

- (5) Town of Davie, contact person Herb Hyman, Procurement Manager, (954) 797-1017.

Mulch, installed, red, estimated annual quantity 2,000 cubic yards.

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

Delivery and/or installation to various locations within the City.

- (6) City of Deerfield Beach, contact person Paul Collette, Buyer, (954) 480-4380.
- Mulch, bulk, delivered, brown, estimated annual quantity 1,000 cubic yards.
- Mulch, bulk, delivered, red, estimated annual quantity 3,000 cubic yards.
- Mulch, bagged, delivered, red, estimated annual quantity 500 bags.
- Mulch, bagged, delivered, brown, estimated annual quantity 500 bags.
- Mulch, installed, red, estimated annual quantity 800 cubic yards.
- Playground Safety Wood Chips, installed, estimated annual quantity 300 cubic yards.
- Installation to various locations within the City, and deliveries to 401 S.W. 4th Street, and 210 Goolsby Boulevard, Deerfield Beach.
- (7) City of Fort Lauderdale, contact person Kim Clifford, Budget Coordinator, (954) 828-5354.
- Mulch, bulk, delivered, brown, estimated annual quantity 120 cubic yards.
- Mulch, bagged, delivered, brown, estimated annual quantity 2,000 bags.
- Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 800 cubic yards.
- Deliveries to 220 S.W. 14th Avenue, Fort Lauderdale.
- (8) City of Hollywood, contact person Linda Silvey, Procurement Services, (954) 921-3200.
- Mulch, bulk, delivered, red estimated annual quantity 1,200 cubic yards.
- Mulch, bagged, delivered, red, estimated annual quantity 700 bags.
- Mulch, installed, red, estimated annual quantity 1,000 cubic yards.
- Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 50 cubic yards.
- Installation to various locations within the City, deliveries to 1600 South Park Road, and 3150 Taft Street, Hollywood.

Special requirements: All mulch should be applied according to the City of Hollywood and the University of Florida Cooperative Extension IFAS specifications.

- (9) City of Lauderdale Lakes, contact person Vince Muller, (954) 535-2792.
- Mulch, bulk, delivered, red estimated annual quantity 300 cubic yards.
- Mulch, bulk, delivered, brown, estimated annual quantity 260 cubic yards.
- Mulch, bagged, delivered, red, estimated annual quantity 100 bags.
- Deliveries to Vincent Torres Park, 4331 N.W. 36th Street, Lauderdale Lakes.
- (10) City of Lauderhill, contact person Herb Johnston, Deputy Director, (954) 730-2960.
- Mulch, bulk, delivered, brown, estimated annual quantity 5,000 cubic yards.
- Mulch, bagged, delivered, brown, estimated annual quantity 2,000 bags.
- Deliveries to various locations within the City.
- (11) City of Miami, contact person Maria de Cardenas, Park Services Coordinator, (305) 960-3004.
- Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 150 cubic yards.
- Mulch, Melaleuca, bagged, delivered, estimated annual quantity 5,760 bags.
- Mulch, Melaleuca, bulk, delivered, estimated annual quantity 120 cubic yards.
- Mulch, Rubber, bagged, delivered, estimated annual quantity 10 super sacks.
- Deliveries to various locations within the City.
- (12) City of Miami Gardens, contact Pam Thompson, Procurement Manager, (305) 622-8031.
- Mulch, bulk, delivered, red, estimated annual quantity 400 cubic yards.
- Mulch, bagged, delivered, red, estimated annual quantity 5,000 bags.
- Mulch, bagged, delivered, brown, estimated annual quantity 3,200 bags.

Deliveries to 3000 N.W. 179 Street, and 1050 N.W. 163 Drive, Miami Gardens.

- (13) City of Miramar, contact person Nathan Lawrence, Superintendent, (954) 602-3000.

Mulch, bagged, delivered, red, estimated annual quantity 800 bags.

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

Deliveries to 13900 Pembroke Road, Miramar.

- (14) City of Oakland Park, contact Maggie Turner, Purchasing Specialist, (954) 630-4256.

Mulch, bagged, delivered, brown, estimated annual quantity 10,000 bags.

Deliveries to City Maintenance Compound, 3801 N.E. 5th Avenue, Oakland Park, 33334.

- (15) City of Parkland, contact person Robert Madoo, Public Works Superintendent, (954) 757-4186.

Mulch, bulk, delivered, brown, estimated annual quantity 50 cubic yards.

Deliveries to Pine Trails Park, 10555 Trails End, Parkland.

- (16) City of Pembroke Pines, contact person Christina Sorensen, Purchasing Manager, (954) 704-1251.

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

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

Deliveries/installation to various locations within the City.

- (17) City of Pompano Beach, contact person Leeta Hardin, General Services Director, (954) 786-4098.

Mulch, bulk, delivered, red estimated annual quantity 4,845 cubic yards.

Deliveries to various locations within the City.

J. Detail Specifications

1. General Wood Mulch Specifications

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

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

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as “Men Working Ahead”, cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation’s Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable. Installed price must include M.O.T. on roadways.

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

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

c. Installation Specifications

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

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

Mulch shall be uniformly distributed at a minimum depth of three inches (3") to a maximum depth of four inches (4") around all trees and shrubs within the maintenance area. Mulch shall extend outward for a minimum of one (1) to a maximum of two feet (2') from all shrubs and trees. A six-inch (6") band, free of mulch, shall be maintained around the tree trunks and shrubs. Mulch shall be pulled back from the base of shrubs and groundcovers.

Mulching shall be completed within thirty (30) calendar days following receipt of order unless otherwise specified on written purchase order. Should the contractor encounter any problems that might cause a delay in mulch installation, he shall notify the customer within two (2) hours.

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

5. Melaleuca Mulch Specifications

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

6. Rubber Mulch Specifications

- a. For playground use, meeting ADA and ASTM standards. Various standard colors.
- b. To be furnished in "super sacks", 2,000 pounds per sack.

7. Playground Safety Wood Chips Specifications

- a. Mulch shall be made entirely from Pine and other Hardwoods and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Shreds and chips shall not be larger than 3/4 inch diameter and 1 1/2 inch in length.

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

- b. Installation of Playground Chips

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

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

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

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

8. Fibar Engineered Wood Fiber Specifications

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

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

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

K. Relevant Project Experience

For mulch installation, Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and cost. Reference contact information must be furnished for all mulching projects claimed as relevant experience under this requirement including: Project Name, the customer for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number. Include reference information with bid proposal.

L. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

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). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits. (See next page.)

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

REQUIRED FOR INSTALLATION OF MULCH

LIMITS OF LIABILITY

<u>Type of Insurance</u>	<u>each occurrence</u>	<u>aggregate</u>
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GENERAL LIABILITY

MINIMUM \$500,000.

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

AUTOMOBILE LIABILITY

MINIMUM \$500,000.

		bodily injury (each person)
		bodily injury (each accident)
xx	comprehensive form	_____
xx	owned	property damage
xx	hired	bodily injury and property damage combined
xx	non-owned	_____

REAL & PERSONAL PROPERTY

___	comprehensive form	\$ _____.	\$ _____.
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EXCESS LIABILITY

MINIMUM \$500,000.

xx	umbrella form	bodily injury and property damage combined
xx	other than umbrella	_____

REQUIRED FOR DELIVERY ONLY OF MULCH

LIMITS OF LIABILITY

<u>Type of Insurance</u>	<u>each occurrence</u>	<u>aggregate</u>
GENERAL LIABILITY		
	<u>MINIMUM \$300,000.</u>	
xx comprehensive form		
xx premises - operations	bodily injury	
xx explosion & collapse hazard	property damage	
xx underground hazard		
xx products/completed operations hazard	bodily injury and property damage combined	
xx contractual insurance		
xx broad form property damage		
xx independent contractors		
xx personal injury	personal injury	

AUTOMOBILE LIABILITY		
	<u>MINIMUM \$300,000.</u>	
	bodily injury (each person)	
	bodily injury (each accident)	
xx comprehensive form	property damage	
xx owned		
xx hired	bodily injury and property damage combined	
xx non-owned		

REAL & PERSONAL PROPERTY		
___ comprehensive form	\$ _____.	\$ _____.

EXCESS LIABILITY		
___ umbrella form	bodily injury and property damage combined	
___ other than umbrella		

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.

Bidder Name _____

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.

Any questions as to the intent or meaning of any part of the above required coverage should be directed to the Risk Manager at (954) 786-5555.

M. Questions And Communication

All questions regarding the bid are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

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 appropriate space on the bid pages 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. Signed Bid Considered an Offer

This signed bid 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.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
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.
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.

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 #16-08-196489-54C 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.
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.
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.
21. **Facilities**
- The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
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 are authorized to sign this bid for the 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.

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.

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 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.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working 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.

26. Failure to Respond

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 mailing list.

27. Bid Tabulations

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.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

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.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

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

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:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

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

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.

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1.	11,195 cubic yards	mulch, bulk, delivered, red	\$ _____/cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
2.	6,930 cubic yards	mulch, bulk, delivered, brown	\$ _____/cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
3.	9,100 bags	mulch, bagged, delivered, red	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
4.	20,000 bags	mulch, bagged, delivered, brown	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
5.	5,800 cubic yards	mulch, bulk, installed, red	\$ _____/cy	\$ _____
		minimum order: _____		

Bidder Name _____

6. 300 cubic yards mulch, bulk, installed, brown \$ _____/cy \$ _____

minimum order: _____

7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ _____/cy \$ _____

of yards per truckload: _____

minimum order: _____

8. 5,760 bags Melaleuca mulch, bagged, delivered \$ _____/bag \$ _____

of bags per pallet: _____

minimum order: _____

9. 10 super sacks mulch, Rubber, bagged, delivered \$ _____/super sack \$ _____

minimum order: _____

10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ _____/cy \$ _____

of yards per truckload: _____

minimum order: _____

11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ _____/cy \$ _____

minimum order: _____

12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ _____/cy \$ _____

Bidder Name _____

of yards per truckload: _____

minimum order: _____

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ _____ /cy \$ _____
installed

minimum order: _____

For bulk or bagged delivered products, delivery time after receipt of order _____
calendar days.

For installed products, delivery time after receipt of order _____ calendar days.

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". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

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 _____

Name & address of company submitting bid:

.....

.....

..... zip

Federal Employer Identification #:

Telephone number:

Bidder Name _____

"Fax" number:

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

Bidder Name _____

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____