

**RESOLUTION NO. 14-1252**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP CONTRACT TO PURCHASE MULCH AND ENGINEERED WOOD FIBER; AUTHORIZING THE TOWN MANAGER TO AWARD AND EXECUTE CONTRACTS WITH ADVANCED MULCH, INC. AND EAST COAST MULCH CORP.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes, Florida (the “Town”) desires to purchase mulch and engineered wood fiber for use in the Town’s annual engineered wood fiber playground surfacing replenishment program; and

**WHEREAS**, Section 7 of Town Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, the City of Pompano Beach, as the lead agency on behalf of itself and nineteen other governmental agencies in The Southeast Florida Governmental Purchasing Cooperative Group (“Cooperative Group”), issued Bid T-36-13 – Mulch (Cooperative Bid) to establish an annual contract for the purchase of mulch products, and on September 10, 2013 the City Commission for the City of Pompano Beach approved an award of Bid T-36-13 – Mulch (Cooperative Bid) to the low responsive bidders (hereinafter, “the Cooperative Group Mulch Contract”); and

**WHEREAS**, the Town is a member of the Cooperative Group and wishes to benefit from the Cooperative Group Mulch Contract, a copy of which is attached hereto as Exhibit “A”;

**WHEREAS**, in accordance with Section 7 of the Town’s Procurement Ordinance, the Procurement Manager has conducted a market analysis to determine whether the pricing under the Cooperative Group Mulch Contract is the most advantageous procurement method available

to the Town; and

**WHEREAS**, in accordance with Section 7 of the Town's Procurement Ordinance, the Procurement Manager finds that the best source for the purchase of mulch and engineered wood fiber that meets the needs of the Town is from Advanced Mulch, Inc. and East Coast Mulch Corp. under the Cooperative Group Mulch Contract;

**WHEREAS**, the Town intends to purchase mulch and engineered wood fiber from Advanced Mulch, Inc. and East Coast Mulch Corp. under the terms and conditions of the Cooperative Group Mulch Contract attached hereto as Exhibit "A," except as otherwise amended by the Town's agreements with Advanced Mulch, Inc. and East Coast Mulch Corp., attached hereto as Exhibits "B" and "C," respectively; and

**WHEREAS**, the funding necessary for these purchases is allocated in the Town's Fiscal Year 2014-2015 Mini Parks Maintenance budget in the General Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization of Town Manager.** The Town Council hereby approves and authorizes the Town Manager to purchase mulch and engineered wood fiber through The Southeast Florida Governmental Purchasing Cooperative Group Mulch Contract and authorizes the Town Manager to award contracts to Advanced Mulch, Inc. and East Coast Mulch Corp. The Town Manager and/or his designee is authorized to implement the terms and conditions of this resolution, the Southeast Florida Governmental Purchasing Cooperative Group Mulch Contract attached hereto as Exhibit "A," and the contracts with Advanced Mulch, Inc. and East Coast Mulch Corp., attached hereto as Exhibits "B" and "C," respectively.

**Section 3. Approval of Contracts.** The Town Council hereby approves the award of contracts to Advanced Mulch, Inc. and East Coast Mulch Corp. in substantially the forms attached hereto as Exhibits "B" and "C," respectively, in an amount not to exceed budgeted funds.

**Section 4. Execution of the Contract.** The Town Manager is authorized to execute the contracts with Advanced Mulch, Inc. and East Coast Mulch Corp., in substantially the form attached hereto as Exhibits "B" and "C," respectively.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds, which are available in the Town's Fiscal Year 2014-2015 Mini Parks Maintenance budget in the General Fund, to implement the terms and conditions of the Southeast Florida Governmental Purchasing Cooperative Group Mulch Contract attached hereto as Exhibit "A" and the contracts with Advanced Mulch, Inc. and East Coast Mulch Corp., attached hereto as Exhibits "B" and "C," respectively.

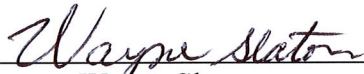
**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 14<sup>th</sup> day of October, 2014.

The foregoing resolution was moved for adoption by Councilman Mestre. The motion was seconded by Councilman Rodriguez and upon being put to a vote, the vote was as follows:


Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Manny Cid	<u>Yes</u>
Councilmember Tim Daubert	<u>Yes</u>
Councilmember Tony Lama	<u>Yes</u>
Councilmember Ceasar Mestre	<u>Yes</u>
Councilmember Frank Mingo	<u>Yes</u>
Councilmember Nelson Rodriguez	<u>Yes</u>

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejeda  
TOWN CLERK

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY



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

July 28, 2014

Kenneth Bowden, President  
Advanced Mulch, Inc.  
PO Box 32943  
Palm Beach Gardens, Florida 33420

Via Email, and Facsimile (561) 733-1317

Dear Mr. Bowden,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of an open-end contract at the unit prices bid to your company for the following:

Bid T-36-13, Mulch (Cooperative Bid)  
(alternate contractor, Bid Item 11)

As the primary contractor could not provide item-11, the City exercised its option to enter into an agreement with the next low bidder. The contract period shall be one year, from September 16, 2014 through September 15, 2015. The City and other agencies in the Southeast Florida Cooperative will purchase Mulch, as needed, at the unit prices stated in your bid proposal, throughout the contract period.

Bid Item 11., Playground Safety Wood Chips, installed (minimum order: 20 cubic yards)

The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be made as per the terms contained in the bid document.

Thank you for your continued cooperation.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jeff English".

Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file



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

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July 28, 2014

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

Via Email, and Facsimile (561) 277-9491

Dear Mr. Henry,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file



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

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July 28, 2014

David Harper, Branch Mgr.  
FIS Outdoor, Inc.  
5320 NW 10<sup>th</sup> Terr.  
Ft. Lauderdale, Florida 33309

Via Email, and Facsimile (954) 689-6409

Dear Mr. Harper,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Jeff English".

Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file



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

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July 28, 2014

John W. Cauthen, President  
Forestry Resources, Inc.  
4353 Michigan Link  
Ft. Myers, Florida 33916

Via Email, and Facsimile (239) 334-4602

Dear Mr. Cauthen,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

Thank you for your advanced notice that you will no longer be able to provide item-11: "Playground Safety Wood Chips, installed" for the coming year. The City will exercise its option to purchase item-11 from the next low bidder. Your award for items 10 and 12 remains unchanged.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeff English", is written over a light blue horizontal line.

Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file





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

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July 28, 2014

Loren Stanley, President  
Landscape Products, Inc.  
1208 NW 10<sup>th</sup> Ave.  
Okeechobee, Florida 34972

Via Email, and Facsimile (863) 763-0358

Dear Ms. Stanley,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file



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

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July 28, 2014

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

Via Email, and Facsimile (561) 734-3013

Dear Mr. Lulfs,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

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Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file



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

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August 8, 2014

Ronald Pierantoni, Vice President of Sales  
The Fibar Group, LLC  
80 Business Park Drive – Suite 300  
Armonk, New York 10504

Via Email [ron@fibar.com](mailto:ron@fibar.com) and Facsimile (914) 273-8659

Dear Mr. Pierantoni,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for T-36-13 "Mulch (Cooperative Bid)." This renewal will be for one year from September 16, 2014 to September 15, 2015.

The pricing, terms and conditions of the original bid and contract period remain unchanged for this renewal period.

Thank you for your continued cooperation.

Very truly yours,

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Jeff English  
Purchasing Agent

cc: Public Works Department/grounds div.  
file

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## Southeast Florida Governmental Purchasing Cooperative Group

### CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SE FL Florida Website Coop Contract page.

**BID/RFP NO.:** T-36-13

**DESCRIPTION/TITLE:** Mulch (Cooperative Bid)

**INITIAL CONTRACT TERM:** Starts: 9/16/13 Ends: 9/15/14

**RENEWAL TERMS OF CONTRACT:** One RENEWAL OPTION FOR One Year  
(Number of renewals) (period of time)

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#### SECTION #1 - VENDOR AWARD

**Vendor Name:** Multiple vendors, see award documents

**Vendor Address:**

**Contact:**

**Phone:**

**Fax:**

**Cell/Pager:**

**Email Address:**

**Website:**

**FEIN:**

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#### SECTION #2 – AWARD/BACKGROUND INFORMATION

**Award Date:** 9/10/13 **Resolution/Agenda Item No.:** 2

**Insurance Required:** Yes

**Performance Bond Required:** No

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#### SECTION #3 - LEAD AGENCY

**Agency Name:** City of Pompano Beach

**Agency Address:** 1190 N.E. 3<sup>rd</sup> Ave, Bldg C, Pompano Bch, FL 33060

**Agency Contact:** Otis Thomas

**Telephone:** 954-786-4098

**Facsimile:** 954-786-4168

**Email:** otis.thomas@copbfl.com



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

September 16, 2013

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

Via Facsimile (561) 733-1317 and Mail

Dear Mr. Bowden,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
Eastcoast Mulch, Items 5, 6, 13  
Forestry Resources, Items 10, 11, 12  
FIS Outdoor, Items 1, 9  
Landscape Products, Item 2

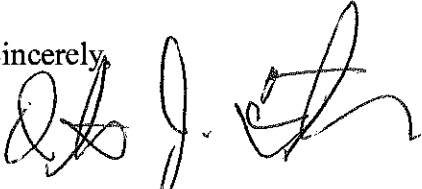
Awards were also approved to the remaining responsive bidders for each item, to be used as alternate sources if the primary vendor is unable to supply the product. All responsive bidders are listed on the enclosed bid tabulation.

The contract period shall be one year, through September 15, 2014. The City will place orders for mulch, as needed, throughout the contract period at the unit prices bid. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be made as per terms contained in the Bid document.

Page 2

A copy of this letter, and additional bid information will be distributed to each participating Southeast Florida Governmental Purchasing Co-operative member. Each participating entity is responsible for issuing its own contract, purchase order, payment, etc.

Sincerely,

A handwritten signature in black ink, appearing to read "O. J. Thomas". The signature is fluid and cursive, with the first name "O. J." and the last name "Thomas" clearly distinguishable.

Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file



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

September 16, 2013

David Tomlinson, Vice President  
Amerigrow Recycling  
10320 W. Atlantic Avenue  
Delray Beach, Florida 33446

Via Facsimile (561) 499-5896 and Email [info@amerigrow.com](mailto:info@amerigrow.com)

Dear Mr. Tomlinson,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
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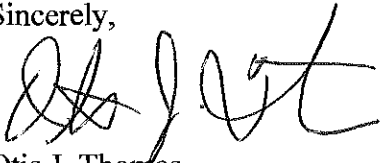
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Sincerely,

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Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file





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

September 16, 2013

George Henry, Director of Operations  
Eastcoast Mulch  
P.O. Box 1352  
Jupiter, Florida 33468

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

Dear Mr. Henry,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
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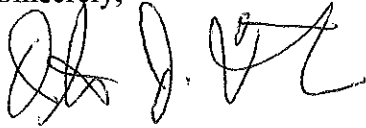
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Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file



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

September 16, 2013

David Harper, Branch Manger  
FIS Outdoor, Inc.  
5320 N.W. 10<sup>th</sup> Terrace  
Fort Lauderdale, Florida 33309

Via Facsimile (954) 689-6409 and Mail

Dear Mr. Harper,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
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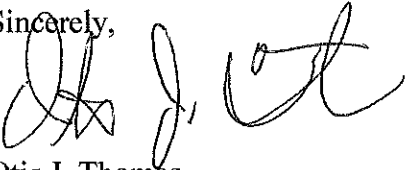
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Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file



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

September 16, 2013

Kristin Magee, Direct Sales  
Forestry Resources, Inc.  
4353 Michigan Link  
Fort Myers, Florida 33916

Via Facsimile (239) 334-4602 and Email [kmagee@gomulch.com](mailto:kmagee@gomulch.com)

Dear Ms. Magee,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
Eastcoast Mulch, Items 5, 6, 13  
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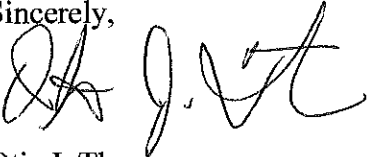
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Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file



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

September 16, 2013

Loren Stanley, President  
Landscape Products, Inc.  
1208 N.W. 10<sup>th</sup> Avenue  
Okeechobee, Florida 34972

Via Facsimile (863) 763-0358 and Email [steve@landscapeproductsfl.com](mailto:steve@landscapeproductsfl.com)

Dear Mr. Stanley,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

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Sincerely,

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Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file





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

September 16, 2013

Brian J. Lulfs, President  
Superior Mulch  
9621 SR #7  
Boynton Beach, Florida 33472

Via Facsimile (561) 734-3013 and Mail

Dear Mr. Lulfs,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

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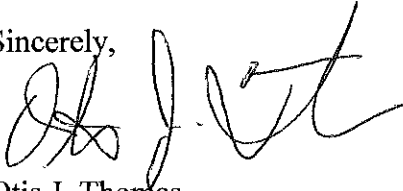
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Otis J. Thomas  
Purchasing Agent

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Co-op  
file



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

September 16, 2013

Ronald Pierantoni, Vice President of Sales  
The Fibar Group, LLC  
80 Business Park Drive, Suite 300  
Armonk, New York 10504

Via Facsimile (914) 273-8659 and Email [ron@fibar.com](mailto:ron@fibar.com)

Dear Mr. Pierantoni,

The City Commission, at their September 10, 2013 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for T-36-13, Mulch (Co-operative Bid). Primary contract awards were made to the following companies for the indicated Bid items:

Superior Mulch, Items 3, 4, 7, 8  
Eastcoast Mulch, Items 5, 6, 13  
Forestry Resources, Items 10, 11, 12  
FIS Outdoor, Items 1, 9  
Landscape Products, Item 2

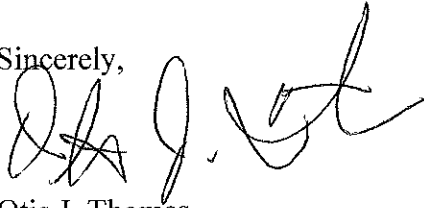
Awards were also approved to the remaining responsive bidders for each item, to be used as alternate sources if the primary vendor is unable to supply the product. All responsive bidders are listed on the enclosed bid tabulation.

The contract period shall be one year, through September 15, 2014. The City will place orders for mulch, as needed, throughout the contract period at the unit prices bid. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be made as per terms contained in the Bid document.

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A copy of this letter, and additional bid information will be distributed to each participating Southeast Florida Governmental Purchasing Co-operative member. Each participating entity is responsible for issuing its own contract, purchase order, payment, etc.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis J. Thomas". The signature is fluid and cursive, with the first name "Otis" being the most prominent part.

Otis J. Thomas  
Purchasing Agent

enclosure

cc: Arnold McRay, Grounds Superintendent  
Co-op  
file

Meeting Date: 9/10/13

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approval to award Bid #T-36-13, Mulch (Cooperative), to the low responsive bidders, Superior Mulch (Items 3, 4, 7, 8) and East Coast Mulch (Items 5, 6, 13) and Forestry Resources (Items 10, 11, 12) and FIS Outdoor (Items 1, 9) and Landscape Products (Item 2) as prime contractors, and to the other responsive bidders as alternate contractors, for annual open-end contracts. The estimated cost to the City for mulch is \$79,000.00

**Summary of Purpose and Why:**

Bid T-36-13 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 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 nineteen 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 \$79,000.00. 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.

- (1) Origin of request for this action:    Staff
- (2) Primary staff contact:    Robert McCaughan    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 001-3060-530.46-10  
Repair & Maintenance / Land Building Improvements

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>8/5/13</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>7/31/13</u>	<u>approve</u>	<u>Jackie Harp</u>
Finance	<u>8/9/13</u>	<u>approve</u>	<u>S. Subble</u>
Budget	<u>8/13/13</u>		

[Signature]  
 City Manager

[Signature]

**ACTION TAKEN BY COMMISSION:**

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

**MEMORANDUM**

Purchasing #13-090  
July 10, 2013

To: Dennis W. Beach, City Manager  
Through: Leeta Hardin, General Services Director  
From: Otis Thomas, Purchasing Agent *O.T.*  
Subject: Award Bid T-36-13 Mulch (Cooperative Bid)

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Contract Need/Background

The City of Pompano Beach issued Bid T-36-13 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, 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 nineteen 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:

- Superior Mulch, Items 3, 4, 7, 8
- Eastcoast Mulch, Items 5, 6, 13
- Forestry Resources, Items 10, 11, 12
- FIS Outdoor, Items 1, 9
- Landscape Products, Item 2

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.....8

### 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 on the City's web page for download by interested firms.

### Funding

The total annual value if this contract award based on the combined estimated annual quantities of the nineteen participating co-op agencies, and the City of Pompano Beach, is \$642,370.50. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for mulch products could total \$79,000.00. City purchases will be made, as needed, from budgeted funds in account, 001-3060-530.46-10, Repair & Maintenance / Land Building Improvements.

### Award Recommendation

It is recommended that a one-year contract award be made to the low bidder per item as the primary awardee as follows: Superior Mulch, (Items 3, 4, 7, 8), Eastcoast Mulch, (Items 5, 6, 13), Forestry Resources, (Items 10, 11, 12), FIS Outdoor, (Items 1, 9), Landscape Products, (Item 2). 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.

/ot  
enclosures

cc: file



Phone: (954) 786-4012 **City of Pompano Beach** Fax: (954) 786-4011  
**Public Works Department**

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**MEMORANDUM NO.G13- 22**

DATE: July 30, 2013  
TO: Leeta Hardin, General Services Director  
FROM: Arnold McRay, Grounds Operation Manager  
RE: Award of Mulch Co-op Bid #T-36-13

On July 8, 2013, the City opened and received bids for the Mulch Co-op, Bid# T-36-13. Primary bid award is recommended to the low bidders per item, and alternate bid awards to the remaining responsive bidders per item. The Grounds Maintenance Division utilizes over 4,800 cubic yards of mulch annually and it is used to control weeds along our highway median flowerbeds and throughout the City. Continued usage of mulch will greatly increase the maintenance productivity therefore; reducing the time spent pulling weeds by our maintenance lawn crews.

The mulch will be funded from account number 001-3060-530-4610  
Repair & Maintenance / Land Building Improvements

All references have been reviewed and are satisfactory. Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

Please do not hesitate to contact me if any additional information is needed regarding this bid.



BID AWARD RECOMMENDATION FORM

From: Purchasing Division Otis Thomas Date 7/29/13

To: Public Works / Grounds Maintenance Department Attn.: Arnold McCray

Subject: Bid No. T-36-13 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: Repair & Maintenance / Land, Bldgs, Improvements

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 X No \_\_\_\_\_ Not applicable for this bid \_\_\_\_\_

Signature:  Date: 7/29/13

Title: Public Works Director  
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

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	Landscape Products, Inc, 1208 NW 10th Ave, Okeechobee, FL 34972
1., Mulch, red, delivered in bulk, per CY:	no bid	\$17.00	no bid	\$15.50
Total for 13,750 cy:	no bid	\$233,750.00	no bid	\$213,125.00
# of yards per truckload		100 yards		100 cubic yards
minimum order		100 yards		100 cubic yards
2., Mulch, brown, delivered in bulk, per cy:	no bid	\$17.00	no bid	\$15.50
Total for 4,395 CY:	no bid	\$74,715.00	no bid	\$68,122.50
# of yards per truckload		100 yards		100 cubic yards
minimum order		100 yards		100 cubic yards
3., Mulch, red, delivered in bags, per bag:	no bid	\$1.70	no bid	\$1.50
Total for 8,800 bag:	no bid	\$14,960.00	no bid	\$13,200.00
# of bags per pallet		75 bags		80 bags
minimum order		1650 bags		1440 bags
4., Mulch, brown, delivered in bags, per bag:	no bid	\$1.70	no bid	\$1.50
Total for 12,400 bag:	no bid	\$21,080.00	no bid	\$18,600.00
# of bags per pallet		75 bags		80 bags
minimum order		1650 bags		1440 bags
5., Mulch, red, bulk, installed, per CY:		\$23.95		\$32.00
Total for 8,120 CY:		\$194,474.00		\$259,840.00
minimum order	20 cubic yards		30 cubic yards	60 cubic yards
6., Mulch, brown, bulk, installed, per cy:		\$23.95		\$32.00
		\$27.00	n/a	\$23.00

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

Bidder:	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	FIS Outdoor Inc, 5320 NW 10th Terr, FT Laud, FL 33309	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	The Fibar Group, LLC, 80 Business Park Dr, Ste 300, Armonk, NY 10504	
1., Mulch, red, delivered in bulk, per CY:		\$22.29	\$15.48	\$16.24	\$35.95
Total for 13,750 cy:		\$306,487.50	\$212,850.00	\$223,300.00	\$494,312.50
# of yards per truckload	80 cubic yards	100 cubic yards	100 cubic yards	100 cubic yards	80 cubic yards
minimum order	80 cubic yards	100 cubic yards	100 cubic yards	100 cubic yards	1 Truckload
2., Mulch, brown, delivered in bulk, per cy:		\$17.04	\$15.98	\$16.50	\$26.95
Total for 4,395 CY:		\$74,890.80	\$70,232.10	\$72,517.50	\$118,445.25
# of yards per truckload	80 cubic yards	100 cubic yards	100 cubic yards	100 cubic yards	80 cubic yards
minimum order	80 cubic yards	100 cubic yards	100 cubic yards	100 cubic yards	1 Truckload
3., Mulch, red, delivered in bags, per bag:		\$2.03	\$1.59	\$1.49	\$3.45
Total for 8,800 bag:		\$17,864.00	\$13,992.00	\$13,112.00	\$30,360.00
# of bags per pallet	70 bags	80 bags	80 bags	80 bags	1260 bags
minimum order	1260 bags	1600 bags	1600 bags	1600 bags	1 Truckload (18 pallets)
4., Mulch, brown, delivered in bags, per bag:		\$2.03	\$1.59	\$1.49	\$2.88
Total for 12,400 bag:		\$25,172.00	\$19,716.00	\$18,476.00	\$35,712.00
# of bags per pallet	70 bags	80 bags	80 bags	80 bags	1260 bags
minimum order	1260 bags	1600 bags	1600 bags	1600 bags	1 Truckload (18 pallets)
5., Mulch, red, bulk, installed, per CY:		\$34.24	no bid	no bid	\$48.20
Total for 8,120 CY:		\$278,028.80	no bid	no bid	\$391,384.00
minimum order	65 cubic yards				20 yards
6., Mulch, brown, bulk, installed, per cy:		\$30.00	no bid	no bid	\$39.27

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

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	Landscape Products, Inc, 1208 NW 10th Ave, Okeechobee, FL 34972
Total for 2,470 cy:	\$59,156.50	\$66,690.00	\$56,810.00	\$79,040.00
minimum order	20 yards	30 cubic yards	n/a	60 cubic yards
7., Mulch, melaleuca, delivered in bulk, per CY:	no bid		no bid	no bid
Total for 120 cy:	no bid	\$16.00	no bid	no bid
# of yards per truckload		\$1,920.00	no bid	no bid
minimum order		100 cubic yards		
		100 cubic yards		
8., Mulch, melaleuca, delivered in bags, per bag:	no bid		no bid	no bid
Total for 5,760 bags:	no bid	\$1.60	no bid	no bid
# of bags per pallet		\$9,216.00	no bid	no bid
minimum order		75 bags		
		1650 bags		
9., Mulch, rubber, delivered in bags, per super sack:	no bid		no bid	no bid
Total for 10 super sack:	no bid		no bid	no bid
minimum order				
10., Playground Safety Wood Chips, delivered in bulk, per cy:	no bid		no bid	no bid
Total for 1,200 cy:	no bid	\$31.00	no bid	\$19.00
# of yards per truckload		\$37,200.00	no bid	\$22,800.00
minimum order		100 cubic yards		100 cubic yards
		100 cubic yards		100 cubic yards
11., Playground Safety Wood Chips, installed, per cy:				
Total for 1,300 cy:		\$30.85	\$42.00	\$38.00
minimum order		\$40,105.00	\$54,600.00	\$41,600.00
	20 cubic yards	30 cubic yards	n/a	60 cubic yards

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

Bidder:	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	FIS Outdoor Inc, 5320 NW 10th Terr, FT Laud, FL 33309	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	The Fiber Group, LLC, 80 Business Park Dr, Ste 300, Armonk, NY 10504
Total for 2,470 cy:	\$74,100.00	no bid	no bid	\$96,996.90
minimum order	65 cubic yards			1 Truckload
7., Mulch, melaleuca, delivered in bulk, per CY:				
Total for 120 cy:	\$17.00	no bid	\$15.00	\$23.64
# of yards per truckload	\$2,040.00	no bid	\$1,800.00	\$2,836.80
minimum order	60 yards		100 cubic yards	80 cubic yards
	60 yards		100 cubic yards	1 Truckload
8., Mulch, melaleuca, delivered in bags, per bag:				
Total for 5,760 bags:	\$1.68	\$1.99	\$1.50	\$2.48
# of bags per pallet	\$9,676.80	\$11,462.40	\$8,640.00	\$14,284.80
minimum order	70 bags	80 bags	80 bags	1,260 bags per pallet
	1260 bags	1600 bags	1600 bags	1 Truckload (18 pallets)
9., Mulch, rubber, delivered in bags, per super sack:				
Total for 10 super sack:	no bid	\$465.00	no bid	\$844.00
minimum order	no bid	\$4,650.00	no bid	\$8,440.00
		10 sacks		1 super sack
10., Playground Safety Wood Chips, delivered in bulk, per cy:				
Total for 1,200 cy:	\$17.30	\$29.99	\$22.95	\$32.50
# of yards per truckload	\$20,760.00	\$35,988.00	\$27,540.00	\$39,000.00
minimum order	80 yards	100 cubic yards	85 cubic yards	100 cubic yards
	80 yards	100 cubic yards	85 cubic yards	1 Truckload
11., Playground Safety Wood Chips, installed, per cy:				
Total for 1,300 cy:	\$25.30	no bid	no bid	\$48.20
minimum order	\$32,890.00	no bid	no bid	\$62,660.00
	65 cubic yards			1 Truckload

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

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	Landscape Products, Inc, 1208 NW 10th Ave, Okeechobee, FL 34972
12., Fibar Engineered Wood	no bid	no bid	no bid	no bid
Fiber, bulk, per cy:	no bid	no bid	no bid	no bid
Total for 100 cy:				
# of yards delivered per truckload				
minimum order				
13., Fibar Engineered Wood				
Fiber, installed, per cy:	no bid	no bid	\$35.00	no bid
Total for 500 cy:	no bid	no bid	\$17,500.00	no bid
minimum order			100 cubic yards	
Bulk/Bagged Delivery time a.r.o.:	n/a	3 calendar days	n/a	3 calendar days
Installed Delivery time a.r.o.	5 calendar days	7 calendar days	3 calendar days	14 calendar days
Notes:	Bidder states that unit prices provided in the Bid will remain the same for items 5 and 6.		Bidder did not state minimum orders for items 5, 6, and 11	Bidder states that unit prices provided in the Bid will remain the same for items 1, 2, 5 and 6.

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: T-36-13 Title: Mulch, Cooperative Bid

Date 7/8/13

Bidder:	Forestry Resources Inc, 4353 Michigan Link, Fort Myers, FL 33916	FIS Outdoor Inc, 5320 NW 10th Terr, FT Laud, FL 33309	Superior Mulch, 9621 S.R. #7, Boynton Beach, FL 33472	The Fibar Group, LLC, 80 Business Park Dr, Ste 300, Armonk, NY 10504
12., Fibar Engineered Wood				
Fiber, bulk, per cy:	\$22.55	no bid	\$29.71	\$32.50
Total for 100 cy:	\$2,255.00	no bid	\$2,971.00	\$3,250.00
# of yards delivered per truckload	100 yards		85 cubic yards	100 cubic yards
minimum order	100 yards		85 cubic yards	1 Truckload
13., Fibar Engineered Wood				
Fiber, installed, per cy:	\$40.50	no bid	no bid	\$48.20
Total for 500 cy:	\$20,250.00	no bid	no bid	\$24,100.00
minimum order	65 cubic yards			1 Truckload
Bulk/Bagged Delivery time a.r.o.:	3-5 calendar days	2-4 calendar days	2 calendar days	10 calendar days
Installed Delivery time a.r.o.	7-10 calendar days	n/a	n/a	14 calendar days
Notes:	Bidder states that unit prices provided in the Bid will remain the same for items 1, 2, 5 and 6.			Bidder states that unit prices provided in the Bid will remain the same for items 1, 2, 5 and 6.



## **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 T-36-13 – MULCH (COOPERATIVE BID)**

May 31, 2013

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 1, 2013, 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 Otis J. Thomas, 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 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 Boca Raton**, contact person Lynn Kunkel, Purchasing Manager, (561) 393-7871.
  - Mulch, bulk, delivered, red, estimated annual quantity 8,600 cubic yards.
  - Mulch, bulk, delivered, brown, estimated annual quantity 1,400 cubic yards.
  - Mulch, bagged, delivered, red, estimated annual quantity 3,400 bags.

Deliveries/installation to various locations within the City.

2. **City of Coconut Creek**, contact person Christina Semeraro, Purchasing Agent, (954) 956-1548.

Mulch, bulk, delivered, red, estimated annual quantity 750 cubic yards.

Mulch, installed, brown, estimated annual quantity 200 cubic yards.

Mulch, installed, red, estimated annual quantity 2,100 cubic yards.

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

Installation to various locations within the City.

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

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

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

Installation to various locations within the City.

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

Mulch, installed, red, estimated annual quantity 2500 cubic yards.

Deliveries/installation to various locations within the City.

Special requirements: Must provide proper MOT, when needed.

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

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

Mulch, installed, red, estimated annual quantity 3,700 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 200 cubic yards.

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

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

Mulch, installed, brown, estimated annual quantity 420 cubic yards.

Mulch, installed, red, estimated annual quantity 420 cubic yards.

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

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

7. **City of Deerfield Beach**, contact person David Santucci, Purchasing Manager, (954) 480-1380.

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

Mulch, bulk, delivered, red, estimated annual quantity 1,000 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 10,000 cubic yards.

Mulch, installed, brown, estimated annual quantity 5,000 cubic yards.

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

Installation to various locations within the City, and deliveries to 401B S.W. 4<sup>th</sup> Street

8. **City of Fort Lauderdale**, contact person AnnDebra Diaz, Purchasing Agent II, (954) 828-5949.

Mulch, bulk, delivered, brown, estimated annual quantity 400 cubic yards.

Playground Safety Wood Chips, bulk, delivered, estimated annual quantity 800 cubic yards.

Deliveries to 220 S.W. 14<sup>th</sup> Avenue, Fort Lauderdale.

9. **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.

10. **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. 36<sup>th</sup> Street, Lauderdale Lakes.

11. **City of Lauderhill**, contact person Gwen Jones, Purchasing Manager, (954) 730-3044.

Mulch, bulk, delivered, brown, estimated annual quantity 85 cubic yards.

Mulch, bagged, delivered, brown, estimated annual quantity 3,500 bags.

Deliveries to various locations within the City.

12. **City of Miami**, contact person Maria de Cardenas, Park Services Coordinator, (305) 960-3004.

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.

13. **City of Miami Gardens**, contact Pam Thompson, Procurement Manager, (305) 622-8031.

Mulch, bagged, delivered, red, estimated annual quantity 4,800 bags.

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

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

14. **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.

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

Mulch, bagged, delivered, brown, estimated annual quantity 6,400 bags.

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

16. **City of Parkland**, contact person William Mohler, Environmental Superintendent, (954) 757-4186.

Mulch, bulk, delivered, brown, estimated annual quantity 750 cubic yards.

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

Deliveries/installation to various locations within the City.

17. **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.

18. **City of Pompano Beach**, contact person Otis Thomas, Purchasing Agent, (954) 786-4098.

Mulch, bulk, delivered, red estimated annual quantity 3,600 cubic yards.

Deliveries to various locations within the City.

19. **City of West Palm Beach**, contact person Althea Pemsel, Procurement Officer, (407) 929-1592.

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

Mulch, bagged, delivered, brown, estimated annual quantity 1,200 bags.

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.

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>
<b>GENERAL LIABILITY</b>	<b><u>MINIMUM \$500,000.</u></b>	
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	

<b>AUTOMOBILE LIABILITY</b>	<b><u>MINIMUM \$500,000.</u></b>	
	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 \$ \_\_\_\_\_ \$ \_\_\_\_\_

<b>EXCESS LIABILITY</b>	<b><u>MINIMUM \$500,000.</u></b>	
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>
<b>GENERAL LIABILITY</b>	<b><u>MINIMUM \$300,000.</u></b>	
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	
xx contractual insurance	combined	
xx broad form property damage	_____	
xx independent contractors		
xx personal injury	personal injury	

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

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form \$\_\_\_\_\_ \$\_\_\_\_\_

**EXCESS LIABILITY**

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

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.

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.

N. E-Payables

The City of Pompano Beach has implemented a voluntary E-Payables Program. This program allows the City to pay vendors via credit card and turn around vendor payments in a shorter timeframe than the traditional check payment mechanism.

**How Does the Program Work?**

The City will issue a unique credit card number to each vendor. Vendors would retain the credit card number on file. The card will retain a zero balance until payments have been authorized by the City. Once goods have been delivered or services rendered, vendors submit invoices to the Finance Department according to the normal process. When payments are processed by Finance and authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of the payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email the, the card will return to a zero balance until the next payment is authorized.

**Is There a Cost to Participate in the Program?**

The City of Pompano Beach does not charge vendors to participate in the program, however, there may be a charge by the company that processes your credit card transactions.

**What are the Benefits of Receiving Payments by Credit Card?**

Vendors that accept credit card payments are not subject to the City's payment terms of net 45 days. This will allow:

- Vendors to receive their payments sooner to use for day to day operations or investments.
- Vendors to quickly reduce outstanding Accounts Receivable balances.
- Vendors to reduce the cost of paper processing, employee time spent on preparing and making deposits and bank check processing fees.

Potential vendors may access more detailed information about the E-Payables Program at <http://www.bankofamerica.com/epayablesvendors>, including answers to "Frequently Asked Questions". Vendors may also contact the City's Finance Department at 954-786-4545.

**Vendors submitting a proposal to the City should indicate in their response whether or not they would be willing to enroll in the City's E-Payables Program. Vendors ultimately awarded a contract with the City may contact the Finance Department at 954-786-4545 to enroll in the Program.**



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.	14,750 cubic yards	mulch, bulk, delivered, red	\$ _____ /cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
2.	5,395 cubic yards	mulch, bulk, delivered, brown	\$ _____ /cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
3.	8,800 bags	mulch, bagged, delivered, red	\$ _____ /bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ _____ /bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
5.	18,720 cubic yards	mulch, bulk, installed, red	\$ _____ /cy	\$ _____
		minimum order: _____		

6. 6,670 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.

Will vendor accept Purchase Cards as a form of payment? No \_\_\_ Yes \_\_\_

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 .....

Bidder Name \_\_\_\_\_

Federal Employer Identification #: .....

Telephone number: .....

"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**

**T-36-13- MULCH (COOPERATIVE BID)**

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. 3<sup>rd</sup> 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 \_\_\_\_\_

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

ADVANCED MULCH, INC.

**Filing Information**

<b>Document Number</b>	P99000041433
<b>FEI/EIN Number</b>	650916255
<b>Date Filed</b>	05/03/1999
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address**9621 SR7  
BOYNTON BEACH, FL 33437

Changed: 03/07/2007

**Mailing Address**P.O. BOX 32943  
PALM BEACH GARDENS, FL 33420-2943**Registered Agent Name & Address**GREG H. GLICKSTEIN ESQ.  
54 SW BOCA BATON BLVD.  
BOCA RATON, FL 33432

Name Changed: 03/28/2003

Address Changed: 03/28/2003

**Officer/Director Detail****Name & Address**

Title D

BOWDEN, KENNETH  
P.O. BOX 32943  
PALM BEACH GARDENS, FL 33420-2943

Title D

BOWDEN, KIMBERLY  
P.O. BOX 32943  
PALM BEACH GARDENS, FL 33420-2943

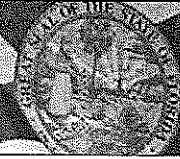
**Annual Reports**

Report Year	Filed Date				
2011	03/16/2011				
2012	01/06/2012				
2013	01/28/2013	<a href="#">Home</a>	<a href="#">Contact Us</a>	<a href="#">E-Filing Services</a>	<a href="#">Document Searches</a>
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**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

AMERIGROW RECYCLING CORP.

**Filing Information**

<b>Document Number</b>	F95000003754
<b>FEI/EIN Number</b>	161480757
<b>Date Filed</b>	08/03/1995
<b>State</b>	NY
<b>Status</b>	ACTIVE

**Principal Address**10320 W. ATLANTIC AVENUE  
DELRAY BEACH, FL 33446

Changed: 04/23/1996

**Mailing Address**10320 W. ATLANTIC AVENUE  
DELRAY BEACH, FL 33446

Changed: 04/23/1996

**Registered Agent Name & Address**TOMLINSON, CHARLES WIII  
10320 W. ATLANTIC AVENUE  
DELRAY BEACH, FL 33446

Address Changed: 04/23/1996

**Officer/Director Detail****Name & Address**

Title PSD

TOMLINSON, JANET  
10320 W ATLANTIC AVE  
DELRAY BEACH, FL 33446

Title VTD

KEARNEY, SILVIA  
10320 W ATLANTIC AVE  
DELRAY BEACH, FL 33446

Title VP

TOMLINSON, DAVID  
10320 W ATLANTIC AVE

DELRAY BEACH, FL 33446

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2012	01/24/2012
2013	02/04/2013

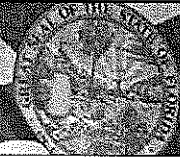
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DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Profit Corporation

EAST COAST MULCH CORP.

### Filing Information

Document Number	P98000099421
FEI/EIN Number	650876231
Date Filed	11/23/1998
State	FL
Status	ACTIVE

### Principal Address

6483 FOX RUN CIRCLE  
JUPITER, FL 33458

Changed: 03/17/2010

### Mailing Address

PO BOX 1352  
JUPITER, FL 33468

Changed: 03/31/2009

### Registered Agent Name & Address

BOWDEN, RAYMOND  
6483 FOX RUN CIRCLE  
JUPITER, FL 33458

Name Changed: 03/08/2004

Address Changed: 03/17/2010

### Officer/Director Detail

#### **Name & Address**

Title P

BOWDEN, RAYMOND  
6483 FOX RUN CIRCLE  
JUPITER, FL 33458

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Report Year	Filed Date
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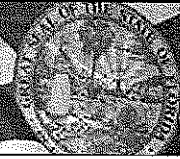
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2012	01/10/2012
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**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by FEI/EIN Number****Florida Profit Corporation**

FLORIDA IRRIGATION SUPPLY, INC.

**Filing Information**

<b>Document Number</b>	453067
<b>FEI/EIN Number</b>	591522565
<b>Date Filed</b>	05/15/1974
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDED AND RESTATED ARTICLES
<b>Event Date Filed</b>	12/29/2004
<b>Event Effective Date</b>	NONE

**Principal Address**300 CENTRAL PARK DR  
SANFORD, FL 32771

Changed: 04/11/2005

**Mailing Address**300 CENTRAL PARK DR  
SANFORD, FL 32771

Changed: 05/02/2003

**Registered Agent Name & Address**ROBINSON, RICHARD M  
301 EAST PINE STREET  
SUITE 1400  
ORLANDO, FL 32801

Address Changed: 12/29/2004

**Officer/Director Detail****Name & Address**

Title PD

TANNER, JON D  
1050 HENLEY DOWNES PL  
HEATHROW, FL 32746

Title CH



TANNLER, FRED G  
 1852 BRIDGEWATER DR  
 HEATHROW, FL 32746

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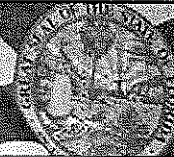
MACINA, SUSAN L  
 9889 PALMETTO DUNES CT  
 ORLANDO, FL 32832

**Annual Reports**

Report Year	Filed Date
2011	01/28/2011
2012	02/06/2012
2013	01/22/2013

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**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

FORESTRY RESOURCES, INC.

**Filing Information**

<b>Document Number</b>	G57345
<b>FEI/EIN Number</b>	592438601
<b>Date Filed</b>	08/29/1983
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	12/27/2000
<b>Event Effective Date</b>	12/31/2000

**Principal Address**4353 MICHIGAN LINK  
FT. MYERS, FL 33916

Changed: 01/22/2007

**Mailing Address**4353 MICHIGAN LINK  
FT. MYERS, FL 33916

Changed: 01/22/2007

**Registered Agent Name & Address**CAUTHEN, JOHN W  
4353 MICHIGAN LINK  
FORT MYERS, FL 33916

Name Changed: 04/21/2004

Address Changed: 03/31/2010

**Officer/Director Detail****Name & Address**

Title C

CAUTHEN, JOHN W  
4353 MICHIGAN LINK  
FORT MYERS, FL 33916

Title P

CAUTHEN, JOHN W  
 4353 MICHIGAN LINK  
 FORT MYERS, FL 33916

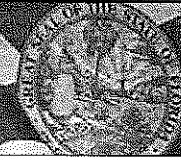
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2013	04/11/2013

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**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

LANDSCAPE PRODUCTS, INC.

**Filing Information**

<b>Document Number</b>	P08000099770
<b>FEI/EIN Number</b>	300514369
<b>Date Filed</b>	11/07/2008
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	02/04/2011
<b>Event Effective Date</b>	NONE

**Principal Address**1208 NW 10TH AVE  
OKEECHOBEE, FL 34972

Changed: 02/04/2011

**Mailing Address**1208 NW 10TH AVE  
OKEECHOBEE, FL 34972

Changed: 02/04/2011

**Registered Agent Name & Address**GIANINO, PETER TESQ  
217 E OCEAN BLVD  
STUART, FL 34994**Officer/Director Detail****Name & Address**

Title PVST

STANLEY, LOREN  
1208 NW 10TH AVE  
OKEECHOBEE, FL 34972**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2011	02/04/2011

2012 04/12/2012  
2013 04/24/2013

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**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

SUPERIOR MULCH INC.

**Filing Information**

<b>Document Number</b>	J25504
<b>FEI/EIN Number</b>	592712633
<b>Date Filed</b>	07/24/1986
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CANCEL ADM DISS/REV
<b>Event Date Filed</b>	10/13/2004
<b>Event Effective Date</b>	NONE

**Principal Address**7457 PARK LANE  
LAKE WORTH, FL 33449

Changed: 01/07/2009

**Mailing Address**7457 PARK LANE RD  
LAKE WORTH, FL 33449

Changed: 01/07/2009

**Registered Agent Name & Address**LANCIANESE, MICHELLE  
7457 PARK LN RD  
LAKE WORTH, FL 33449

Name Changed: 01/23/2002

Address Changed: 01/07/2009

**Officer/Director Detail****Name & Address**

Title PD

LULFS, BRAIN  
7457 PARK LN RD  
LAKE WORTH, FL 33467

## Title S

LANCIANESE, MICHELLE  
8640 LANTANA ROAD  
LAKE WORTH, FL 33467

## Title V

VANREETH, KATHRYN  
8640 LANTANA ROAD  
LAKE WORTH, FL 33467

## Title T

EPLING, ANN  
8640 LANTANA ROAD  
LAKE WORTH, FL 33467

## Title V

CROTEAU, JULIE  
8640 LANTANA ROAD  
LAKE WORTH, FL 33467

**Annual Reports**

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2012	02/09/2012
2013	02/11/2013

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[FL Certificate of Limited Partnership](#)

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[LLC Dissolution](#)

[Foreign Corporation Withdrawal \(profit and nonprofit\)](#)

[Foreign LLC Withdrawal](#)

[Sunbiz E-filing by FAX](#)

[Electronic Certification](#)



Bidder Name Advanced Mulch, Inc

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.	14,750 cubic yards	mulch, bulk, delivered, red	\$ <u>0</u> /cy	\$ <u>0</u>
		# of yards per truckload: <u>NO BID</u>		
		minimum order: _____		
2.	5,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>0</u> /cy	\$ <u>0</u>
		# of yards per truckload: <u>NO BID</u>		
		minimum order: _____		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>0</u> /bag	\$ <u>0</u>
		# of bags per pallet: <u>NO BID</u>		
		minimum order: _____		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>0</u> /bag	\$ <u>0</u>
		# of bags per pallet: <u>NO BID</u>		
		minimum order: _____		
5.	18,720 cubic yards	mulch, bulk, installed, red	\$ <u>23.95</u> /cy	\$ <u>448,344.00</u>
		minimum order: <u>20 cubic yards</u>		

Bidder Name ADVANCED MULCH, INC

6. 6,670 cubic yards mulch, bulk, installed, brown \$ 23.95 /cy \$ 159,746.50

minimum order: 20 CUBIC YARDS

7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ 0 /cy \$ 0

# of yards per truckload: \_\_\_\_\_

minimum order: NO BID

8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 0 /bag \$ 0

# of bags per pallet: \_\_\_\_\_

minimum order: NO BID

9. 10 super sacks mulch, Rubber, bagged, delivered \$ 0 /super sack \$ 0

minimum order: NO BID

10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 0 /cy \$ 0

# of yards per truckload: NO BID

minimum order: \_\_\_\_\_

11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ 30.85 /cy \$ 40,105.00

minimum order: 20 CUBIC YARDS

12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ 0 /cy \$ 0

Bidder Name ADVANCED MULCH INC.

# of yards per truckload: NO BID

minimum order: \_\_\_\_\_

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ 0 /cy \$ 0 installed

minimum order: NO BID

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

For installed products, delivery time after receipt of order 5 calendar days.

Will vendor accept Purchase Cards as a form of payment? No \_\_\_ Yes

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:

ADVANCED MULCH, INC.  
PO BOX 32943  
P B E, FL zip 33420

Bidder Name Advanced Mulch, Inc.

Federal Employer Identification #: 65-0916255

Telephone number: 561-691-4737

"Fax" number: 561-933-1317

Acknowledgment of the following Addenda is noted:

Addendum Number(s) \_\_\_\_\_ Date(s) Issued \_\_\_\_\_

Manual signature of company officer: 

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

Signer's name (typed or printed): KENNETH BOWDEN

Title of signer: PRESIDENT



"The Mulch Installation Professionals"

References:

Frank (561)966-8558  
Be Green Landscape  
7498 Hazelwood Circle  
Lake Worth, FL 33467  
[begreenlandscape@bellsouth.com](mailto:begreenlandscape@bellsouth.com)

Mulching of all TriRails Stations from Miami to West Palm Beach 2009,2010,2011,2012 & 2013  
\$20,000 +/- per application based on areas

Town of Lake Clark shores  
1701 Barbados Road  
Lake Clark Shores, FL 33406  
Bill (561) 964-1515

Mulching of Town Hall & park 2005,2006,2007, 2008,2009,2010,2011,2012  
\$2,800.00 per application

Mike Kelly, C.P.R.P., Parks Director  
Palm Beach Gardens Community Services  
(561) 804-7035 [mkelly@pbgfl.com](mailto:mkelly@pbgfl.com)

Mulching of various park playgrounds 2012 & 2013

David Hall (561) 598-4633  
City of Riviera  
1621 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

Mulching of park playgrounds Complex 2013  
\$5,335.00  
Mulching of Beach Front 2013 \$2,250.00

Margo Mc Quaid (561) 439-8577  
LV Superior Landscaping, Inc.  
2926 D Road  
Loxahatchee, FL 33470

Mulching of various roadways for the City of Delray Beach 2012 & 2013  
\$3,625.00 per application

Mirasol Master Assoc  
MMMA & CCMCA  
c/o Lang Mgt  
6271 PGA Blvd, Suite 201  
PBG, FL 33467  
Alison (561)626-8283

Mulching all community roadways & common areas 2005,2006,2007,2008,2009,2010,2011, 2012 \$53,200.00 per application

Frenchman's Reserve POA  
c/o Campbell Property Management  
703 Cote Azur Drive  
PBG' FL 33410  
Kim Kimborough (561) 626-2874  
[kimk@campbellproperty.com](mailto:kimk@campbellproperty.com)

Mulching of community roadways & common areas 2004,2005,2006,2007,2008,2009,2010, 2011,2012  
\$47,764.00 per application

**1-877-BLOW-MULCH**  
(256-9685)

P.O. Box 32943 • Palm Beach Gardens, Florida 33420  
Office: 561-691-4737 • Fax: 561-733-1317

[www.advancedmulch.com](http://www.advancedmulch.com)



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

July 28, 2011

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

Via Mail, and Facsimile 561-733-1317

Dear Mr. Bowden,

The City Commission, at their July 26 meeting, agenda item #2, approved award of open-end contracts at the unit prices bid for Bid H-44-11, Mulch (Cooperative Bid). Primary contract awards were made to the following companies for the indicated Bid Items:

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

Awards were also approved to the remaining responsive bidders for each item, to be used as alternate sources if the primary vendor is unable to supply the product. All responsive bidders are listed on the enclosed bid tabulation.


The contract period shall be one year, through July 25, 2012. The City will place orders for mulch, as needed, throughout the contract period at the unit prices bid. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be made as per the terms contained in the bid document.

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.	13,750 cubic yards	mulch, bulk, delivered, red	\$ <u>17</u> /cy	\$ <u>233,750</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
2.	4,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>17</u> /cy	\$ <u>74,715</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>1.70</u> /bag	\$ <u>14,960</u>
		# of bags per pallet: <u>75</u>		
		minimum order: <u>1650</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>1.70</u> /bag	\$ <u>21,080</u>
		# of bags per pallet: <u>75</u>		
		minimum order: <u>1650</u>		
5.	8,120 cubic yards	mulch, bulk, installed, red	\$ <u>28</u> /cy	\$ <u>227,360</u>
		minimum order: <u>30</u>		

 Initial

ADDENDUM #2

Bidder Name Amerigrow  
Reaping

- 6. 2,470 cubic yards mulch, bulk, installed, brown \$ 27 /cy \$ 66,690  
minimum order: 30
  
- 7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ 16 /cy \$ 1920  
# of yards per truckload: 100  
minimum order: 100
  
- 8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 1.60 /bag \$ 9,216  
# of bags per pallet: 75  
minimum order: 1650
  
- 9. 10 super sacks mulch, Rubber, bagged, delivered \$ N/B /super sack \$ N/B  
minimum order: N/B
  
- 10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 31 /cy \$ 37,200  
# of yards per truckload: 100  
minimum order: 100
  
- 11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ 42 /cy \$ 54,600  
minimum order: 30
  
- 12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ N/B /cy \$ N/B

 Initial



Bidder Name Amerigrow Recycling

# of yards per truckload: N/B

minimum order: N/B

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

minimum order: N/B

For bulk or bagged delivered products, delivery time after receipt of order 3 calendar days.

For installed products, delivery time after receipt of order 7 calendar days.

Will vendor accept Purchase Cards as a form of payment? No  Yes

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.)

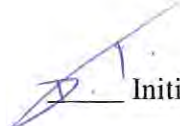
No  Yes  Name & position \_\_\_\_\_

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:

Amerigrow Recycling-Delray, L.P.  
10320 W. Atlantic Avenue  
Delray Beach, FL zip 33446

 Initial

Bidder Name Amerigrow Recycling

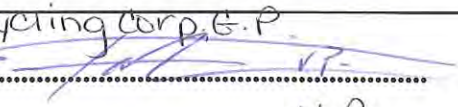
Federal Employer Identification #: 16-1480138

Telephone number: 561 499 8148

"Fax" number: 561 499 5896

Acknowledgment of the following Addenda is noted:

Addendum Number(s) NONE <sup>P-1</sup> 1,2 Date(s) Issued 6/26, 6/27

Manual signature of company officer: by: Amerigrow Recycling Corp. G.P.  
  
V.P.

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

Signer's name (typed or printed): David Tomlinson

Title of signer: Vice President



# CERTIFICATE OF LIABILITY INSURANCE

AMERI-3 OP ID: GC

DATE (MM/DD/YYYY)  
12/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Workers Compensation Group	Phone: 561-392-3300 Fax: 561-361-1132	<b>CONTACT NAME:</b> Greg Carignan	PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS: certs@workerscompgroup.com
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Amerigrow Recycling - Delray L Mulching Solutions 10320 W. Atlantic Avenue Delray Beach, FL 33446	<b>INSURER A :</b> Bridgefield Employers Ins		<b>NAIC #</b> 10701
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	830-28381	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  POMPAN5  City of Pompano Beach 1801 NE 6th Street Pompano Beach, FL 33060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  





## RELEVANT PROJECT EXPERIENCE

### MULCH INSTALLATION:

1. Bristol Management  
1930 Commerce Way Suite 1  
Jupiter, FL 33458  
Contact: Susan Queen (561) 262-4946  
  
Botanica  
12/14/2012 - 12/20/12  
\$22,500
  
2. Lynn University  
3601 N. Military Trail  
Boca Raton, FL  
Contact: Andy Etheridge (561) 237-7239  
  
Entire Campus  
9/29/12-10/3/12  
\$17,400
  
3. Deer Ridge Farms  
12500 Pierson Road  
Wellington, FL 33414  
Contact: James Clinton (561) 818-0123  
  
Entire Community  
10/1/12-10/10/12  
\$19,000

10320 West Atlantic Avenue, Delray Beach, FL 33446  
P.O. Box 480007, Delray Beach, FL 33448  
(561) 499-8148 • Fax (561) 499-5896

ADDENDUM #2

Bidder Name \_\_\_\_\_

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.	13,750 cubic yards	mulch, bulk, delivered, red	\$ _____/cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
2.	4,395 cubic yards	mulch, bulk, delivered, brown	\$ _____/cy	\$ _____
		# of yards per truckload: _____		
		minimum order: _____		
3.	8,800 bags	mulch, bagged, delivered, red	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ _____/bag	\$ _____
		# of bags per pallet: _____		
		minimum order: _____		
5.	8,120 cubic yards	mulch, bulk, installed, red	\$ <u>23.00</u> /cy	\$ <u>186,760</u>
		minimum order: _____		

ADDENDUM #2

Bidder Name East Coast mulch

6. 2,470 cubic yards mulch, bulk, installed, brown \$ 23.00 /cy \$ 56,810

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 \$ 32 /cy \$ 41,600

minimum order: \_\_\_\_\_

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

Bidder Name East Coast Mulch

# of yards per truckload: \_\_\_\_\_

minimum order: \_\_\_\_\_

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ 35<sup>00</sup> /cy \$ 17,500  
installed

minimum order: 1004-ds

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

For installed products, delivery time after receipt of order 3 calendar days.

Will vendor accept Purchase Cards as a form of payment? No \_\_\_ Yes \_\_\_

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:

East Coast Mulch  
.....  
P.O. Box 1352  
.....  
Jupiter Fla. zip 33468



Bidder Name Eastcoast Mulett

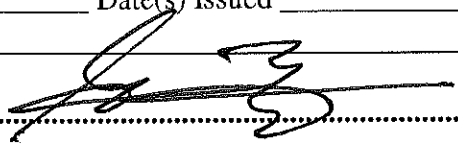
Federal Employer Identification #: 650876231

Telephone number: 561-627-5539

"Fax" number: 561-277-9491

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): George Henry

Title of signer: Director of operations

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.	13,750 cubic yards	mulch, bulk, delivered, red	\$ <u>15.48</u> /cy	\$ <u>212,850.00</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
2.	4,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>15.98</u> /cy	\$ <u>70,232.10</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>1.59</u> /bag	\$ <u>13,992.00</u>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1600</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>1.59</u> /bag	\$ <u>19,716.00</u>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1600</u>		
5.	8,120 cubic yards	mulch, bulk, installed, red	\$ <u>NO BID</u> /cy	\$ <u>NO BID</u>
		minimum order: <u>NO BID</u>		

ADDENDUM #2

Bidder Name FIS Outdoor Inc.

- 6. 2,470 cubic yards mulch, bulk, installed, brown \$ NO BID/cy \$ NO BID  
minimum order: NO BID
  
- 7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ NO BID/cy \$ NO BID  
# of yards per truckload: NO BID  
minimum order: \_\_\_\_\_
  
- 8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 1.99 /bag \$ 11,462.40  
# of bags per pallet: 80  
minimum order: 1600
  
- 9. 10 super sacks mulch, Rubber, bagged, delivered \$ 465.00/super sack \$ 4650.00  
minimum order: 10 SUPER SACKS
  
- 10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 29.99/cy \$ 35,988.00  
# of yards per truckload: 100  
minimum order: 100
  
- 11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ NO BID/cy \$ NO BID  
minimum order: NO BID
  
- 12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ NO BID /cy \$ NO BID

Bidder Name FIS Outdoor Inc.

# of yards per truckload: NO BID

minimum order: NO BID

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ NO BID /cy \$ NO BID  
installed

minimum order: NO BID

For bulk or bagged delivered products, delivery time after receipt of order 2 - 4 DAYS  
calendar days.

For installed products, delivery time after receipt of order N/A calendar days.

Will vendor accept Purchase Cards as a form of payment? No  Yes

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:

FIS OUTDOOR INC.

5320 NW 10th Terrace

Ft. Lauderdale zip 33309

Bidder Name FIS Outdoor Inc.

Federal Employer Identification #: 59-1522565

Telephone number: 954-689-6406

"Fax" number: 954-689-6409

Acknowledgment of the following Addenda is noted:

Addendum Number(s) 1 and 2 Date(s) Issued 6-26-13 and 6-27-13

Manual signature of company officer: David L Harper

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

Signer's name (typed or printed): David Harper

Title of signer: Branch Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miclette & Britt of Florida, LLC 1020 N. Orlando Avenue Suite #200 Maitland FL 32751	<b>CONTACT NAME:</b> Trish Morehouse	
	<b>PHONE (A/C, No, Ext):</b> 407-647-1616	<b>FAX (A/C, No):</b> 407-628-1635
<b>E-MAIL ADDRESS:</b> tmorehouse@bmbinc.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Amerisure Insurance Company		19488
<b>INSURER B :</b> Amerisure Mutual Insurance Company		23396
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED** FLORIDAIRR  
 Florida Irrigation Supply, Inc  
 300 Central Park Drive  
 Sanford FL 32771

**COVERAGES**      **CERTIFICATE NUMBER:** 1940403583      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP2070201	6/12/2012	6/12/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2070205	6/12/2012	6/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU2070203	6/12/2012	6/12/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC2085216	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

# Certificate of Compliance

## Florida Irrigation Supply, Inc.

**HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING**

### **DRUG-FREE WORKPLACE**

meeting standards established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.



Alcohol & Substance Abuse Prevention Programs, Inc.  
USCIS Office Plaza  
5635 Hoover Blvd.  
Tampa, FL 33634

**May - 2014**

**CERTIFIED THROUGH**

Bidder Name \_\_\_\_\_

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.	14,750 cubic yards	mulch, bulk, delivered, red	\$ <u>22.29</u> /cy	\$ <u>328,117.50</u>
		# of yards per truckload: <u>80 yards</u>		
		minimum order: <u>80 yards</u>		
2.	5,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>17.04</u> /cy	\$ <u>91,930.80</u>
		# of yards per truckload: <u>80 yards</u>		
		minimum order: <u>80 yards</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>2.03</u> /bag	\$ <u>17,864.00</u>
		# of bags per pallet: <u>70 per pallet / 2cf</u>		
		minimum order: <u>18 pallets / 1260 per truckload</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>2.03</u> /bag	\$ <u>25,172.00</u>
		# of bags per pallet: <u>70 per pallet / 2cf</u>		
		minimum order: <u>18 pallets / 1260 per truckload</u>		
5.	18,720 cubic yards	mulch, bulk, installed, red	\$ <u>34.24</u> /cy	\$ <u>640,972.00</u>
		minimum order: <u>65 yards per order</u>		



6. 6,670 cubic yards mulch, bulk, installed, brown \$ 30.00 /cy \$ 200,100.00

minimum order: 65 yards per order

7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ 17.00 /cy \$ 2040.00

# of yards per truckload: 600 yards

minimum order: 600 yards per truckload

8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 1.68 /bag \$ 9677.00

# of bags per pallet: 70 per pallet / 2CF

minimum order: 18 pallets / 1260 per truckload

9. 10 super sacks mulch, Rubber, bagged, delivered \$ N/B /super sack \$ —

minimum order: \_\_\_\_\_

10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 17.30 /cy \$ 20,760.00

# of yards per truckload: 80 yards

minimum order: 80 yards

11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ 25.30 /cy \$ 32890.00

minimum order: 65 yards per order

12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ 22.55 /cy \$ 2255.00

Bidder Name \_\_\_\_\_

# of yards per truckload: 100 yards

minimum order: 100 yards

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ 40.50 /cy \$ 20,250.00  
installed

minimum order: 65 yards per order

For bulk or bagged delivered products, delivery time after receipt of order 3-5 Days  
calendar days.

For installed products, delivery time after receipt of order 7-10 calendar days.

Will vendor accept Purchase Cards as a form of payment? No \_\_\_ Yes

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:


Forestry Resources, Inc  
4353 Michigan Link  
Pt. Myers, FL zip 33916

Bidder Name \_\_\_\_\_

Federal Employer Identification #: ..... 59-2438601 .....  
Telephone number: ..... 239.425.1153 .....  
"Fax" number: ..... 239.334.4602 .....

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): ..... John W. Cauthen .....

Title of signer: ..... President .....

 Initial

Bidder Name Landscape Products Inc.

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.	14,750 cubic yards	mulch, bulk, delivered, red	\$ <u>15.50</u> /cy	\$ <u>228,625.</u> <sup>00</sup>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
2.	5,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>15.50</u> /cy	\$ <u>83,622.50</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>1.50</u> /bag	\$ <u>13,200.</u> <sup>00</sup>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1440</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>1.50</u> /bag	\$ <u>18,600.</u> <sup>00</sup>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1440</u>		
5.	18,720 cubic yards	mulch, bulk, installed, red	\$ <u>32</u> /cy	\$ <u>599,040.</u> <sup>00</sup>
		minimum order: <u>60</u>		

 Initial

Bidder Name Landscape Products Inc.

6. 6,670 cubic yards mulch, bulk, installed, brown \$ 32 /cy \$ 213,440

minimum order: 60

7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ N/A /cy \$ —

# of yards per truckload: N/A

minimum order: —

8. 5,760 bags Melaleuca mulch, bagged, delivered \$ N/A /bag \$ —

# of bags per pallet: —

minimum order: —

9. 10 super sacks mulch, Rubber, bagged, delivered \$ N/A /super sack \$ —

minimum order: —

10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 19 /cy \$ 22,800.<sup>00</sup>

# of yards per truckload: 100

minimum order: 100

11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ 38 /cy \$ 49,400

minimum order: 60

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

Bidder Name Landscape Products Inc.

# of yards per truckload: \_\_\_\_\_

minimum order: \_\_\_\_\_

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

minimum order: \_\_\_\_\_

For bulk or bagged delivered products, delivery time after receipt of order 3 DAYS  
calendar days.

For installed products, delivery time after receipt of order 14 calendar days.

Will vendor accept Purchase Cards as a form of payment? No \_\_\_ Yes X

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 X 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 X No \_\_\_\_\_

Name & address of company submitting bid:

LANDSCAPE Products Inc.  
1208 N.W 10th Ave  
Okeechobee, FL zip 34972

 Initial

Bidder Name LANDSAPE Products Inc.

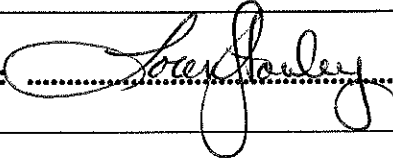
Federal Employer Identification #: 30-0514369

Telephone number: 863-763-0075

"Fax" number: 863-763-0358

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): LOREN STANLEY

Title of signer: President

**SUPERIOR MULCH, INC.**

Bidder Name \_\_\_\_\_

ADDENDUM #2

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.	13,750 cubic yards	mulch, bulk, delivered, red	\$ <u>16.24</u> /cy	\$ <u>223,300.00</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
2.	4,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>16.50</u> /cy	\$ <u>72,517.50</u>
		# of yards per truckload: <u>100</u>		
		minimum order: <u>100</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>1.49</u> /bag	\$ <u>13,112.00</u>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1600</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>1.49</u> /bag	\$ <u>18,476.00</u>
		# of bags per pallet: <u>80</u>		
		minimum order: <u>1600</u>		
5.	8,120 cubic yards	mulch, bulk, installed, red	\$ _____ /cy	\$ <u>0</u>
		minimum order: <u>N/A DO NOT</u>		

Cam Initial



6. 2,470 cubic yards mulch, bulk, installed, brown \$ \_\_\_\_\_ /cy \$ 0  
 minimum order: N/A DO NOT INSTALL

7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ 15.00 /cy \$ 1800.00  
 # of yards per truckload: 100  
 minimum order: 100


8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 1.50 /bag \$ 8640.00  
 # of bags per pallet: 80  
 minimum order: 1000

9. 10 super sacks mulch, Rubber, bagged, delivered \$ \_\_\_\_\_ /super sack \$ \_\_\_\_\_  
 minimum order: DO NOT STOCK

10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 22.95 /cy \$ 27,540.00  
 # of yards per truckload: 85  
 minimum order: 85

11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ \_\_\_\_\_ /cy \$ \_\_\_\_\_  
 minimum order: N/A DO NOT INSTALL

12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ 29.71 /cy \$ 2971.00

  
 \_\_\_\_\_ Initial

**SUPERIOR MULCH, INC.**

# of yards per truckload: 85  
minimum order: 85

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$\_\_\_\_\_/cy \$\_\_\_\_\_  
installed  
minimum order: N/A DO NOT INSTALL

For bulk or bagged delivered products, delivery time after receipt of order 2  
calendar days.

For installed products, delivery time after receipt of order N/A calendar days.

Will vendor accept Purchase Cards as a form of payment? No\_\_\_ Yes\_\_\_

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:

Superior Mulch  
9671 S.R #7  
Baynton Beach, FL zip 33472

am Initial

**SUPERIOR MULCH, INC.**  
Bidder Name

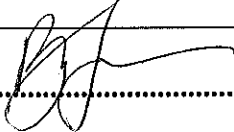
Federal Employer Identification #: 59-2712633

Telephone number: 561-734-7300

"Fax" number: 561-734-3013

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): Brian J. Lulfs

Title of signer: President

SECTION III - PROPOSALIMPORTANT!!!

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.	14,750 cubic yards	mulch, bulk, delivered, red	\$ <u>35.95</u> /cy	\$ <u>530,262.50</u>
		# of yards per truckload: <u>80cy per truckload</u>		
		minimum order: <u>1 truckload</u>		
2.	5,395 cubic yards	mulch, bulk, delivered, brown	\$ <u>26.95</u> /cy	\$ <u>145,395.25</u>
		# of yards per truckload: <u>80 cy per truckload</u>		
		minimum order: <u>1 truckload</u>		
3.	8,800 bags	mulch, bagged, delivered, red	\$ <u>3.45</u> /bag	\$ <u>30,360.00</u>
		# of bags per pallet: <u>1,260 bags per pallet</u>		
		minimum order: <u>1 truckload (18 pallets)</u>		
4.	12,400 bags	mulch, bagged, delivered, brown	\$ <u>2.88</u> /bag	\$ <u>35,712.00</u>
		# of bags per pallet: <u>1,260 bags per pallet</u>		
		minimum order: <u>1 truckload (18 pallets)</u>		
5.	18,720 cubic yards	mulch, bulk, installed, red	\$ <u>48.20</u> /cy	\$ <u>902,304.00</u>
		minimum order: <u>1 truckload</u>		



6. 6,670 cubic yards mulch, bulk, installed, brown \$ 39.27 /cy \$ 261,930.90  
 minimum order: 1 truckload
7. 120 cubic yards Melaleuca mulch, bulk, delivered \$ 23.64 /cy \$ 2,836.80  
 # of yards per truckload: 80 cy per truckload  
 minimum order: 1 truckload
8. 5,760 bags Melaleuca mulch, bagged, delivered \$ 2.48 /bag \$ 14,284.80  
 # of bags per pallet: 1,260 bags per pallet  
 minimum order: 1 truckload (18 pallets)
9. 10 super sacks mulch, Rubber, bagged, delivered \$ 844.00/super sack \$ 8,440.00  
 minimum order: 1 sack
10. 1,200 cubic yards Playground Safety Wood Chips, bulk, delivered \$ 32.50 /cy \$ 39,000.00  
 # of yards per truckload: 100 cy per truckload  
 minimum order: 1 truckload
11. 1,300 cubic yards Playground Safety Wood Chips, bulk, installed \$ 48.20 /cy \$ 62,660.00  
 minimum order: 1 truckload
12. 100 cubic yards Fibar Engineered Wood Fiber, bulk, delivered \$ 32.50 /cy \$ 3,250.00

# of yards per truckload: 100 cy

minimum order: 1 truckload

13. 500 cubic yards Fibar Engineered Wood Fiber, bulk, \$ 48.20 /cy \$ 24,100.00  
installed

minimum order: 1 truckload

For bulk or bagged delivered products, delivery time after receipt of order 10 business days  
calendar days.

For installed products, delivery time after receipt of order 14 business calendar days.

Will vendor accept Purchase Cards as a form of payment? No  Yes

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:

..... The Fibar Group, LLC .....

..... 80 Business Park Drive, Ste 300 .....

..... Armonk, NY ..... zip 10504 .....

 Initial

Federal Employer Identification #: 20-3507698

Telephone number: 800-342-2721

"Fax" number: 914-273-8659

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): Ronald Pierantoni

Title of signer: VP Sales



## Agreement

### I. Parties

This Agreement, 2015-01AM is made this \_\_\_\_ day of \_\_\_\_\_ **2014**, by and between Advanced Mulch Inc. ("Advanced Mulch"), located at P.O. Box 32943, Palm Beach Gardens, FL 33420 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Advanced Mulch for the purchase of Mulch and Engineered Wood Fiber in an amount not to exceed a budgeted amount; and

**Whereas** Advanced Mulch has agreed to provide said Services to the Town in accordance with its contract with The Southeast Florida Governmental Purchasing Cooperative Group dated on September 16, 2013, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Advanced Mulch, in accordance with the terms of The Southeast Florida Governmental Purchasing Cooperative Group contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

Advanced Mulch shall provide the purchase of Mulch and Engineered Wood Fiber to the Town in accordance with the terms of the above referenced The Southeast Florida Governmental Purchasing Cooperative Group contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Advanced Mulch from The Southeast Florida Governmental Purchasing Cooperative Group contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Mulch and Engineered Wood Fiber Contract shall be referenced as Contract # 2015-01AM.

#### **EFFECTIVE DATE**

Month \_\_\_\_\_ Day \_\_\_\_\_ of 2014





## **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract

## **INVOICING**

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

## **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice



Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

**INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

**IV. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

Project Manager: Daniel Hopkins or Designee, Community & Leisure Services Dept.  
(305) 364-6100 [hopkinsd@miamilakes-fl.gov](mailto:hopkinsd@miamilakes-fl.gov)

The point of contact for Advanced Mulch shall be:

Kenneth Bowden, President  
(561) 691-4737 [info@advancedmulch.com](mailto:info@advancedmulch.com)

**Advanced Mulch Inc.**

**Town of Miami Lakes**

\_\_\_\_\_

\_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Alex Rey, Town Manager

**Attest:**

\_\_\_\_\_  
Marjorie Tejada, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, Advanced Mulch Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



## Agreement

### I. Parties

This Agreement, 2015-01EC is made this \_\_\_\_ day of \_\_\_\_\_ **2014**, by and between East Coast Mulch, Corp. ("East Coast") located at P.O. Box 1352, Jupiter, FL 33468 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with East Coast for the purchase of Mulch and Engineered Wood Fiber in an amount not to exceed a budgeted amount; and

**Whereas** East Coast Mulch has agreed to provide said Services to the Town in accordance with its contract with The Southeast Florida Governmental Purchasing Cooperative Group dated on September 16, 2013, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with East Coast Mulch, in accordance with the terms of The Southeast Florida Governmental Purchasing Cooperative Group contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

East Coast Mulch shall provide the purchase of Mulch and Engineered Wood Fiber to the Town in accordance with the terms of the above referenced The Southeast Florida Governmental Purchasing Cooperative Group contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and East Coast Mulch from The Southeast Florida Governmental Purchasing Cooperative Group contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Mulch and Engineered Wood Fiber Contract shall be referenced as Contract # 2015-01EC.

#### **EFFECTIVE DATE**

Month \_\_\_\_\_ Day \_\_\_\_\_ of 2014



### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract

### **INVOICING**

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

### **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice



Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

**INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

**IV. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

Project Manager: Daniel Hopkins or Designee, Community & Leisure Services Dept.  
(305) 364-6100 [hopkinsd@miamilakes-fl.gov](mailto:hopkinsd@miamilakes-fl.gov)

The point of contact for East Coast Mulch shall be:

George Henry, Director of Operations  
(561) 627-5539 [rcmr@comcast.net](mailto:rcmr@comcast.net)

**East Coast Mulch**

**Town of Miami Lakes**

\_\_\_\_\_

\_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Alex Rey, Town Manager

**Attest:**

\_\_\_\_\_  
Marjorie Tejada, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, East Coast Mulch desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the \_\_\_\_\_,  
(type title of officer)

\_\_\_\_\_, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)