



Florida's Warmest Welcome

**INVITATION TO BID
E-21-22**

Asphalt Picked-Up As-Needed

OPENING: JUNE 22, 2022, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

<https://www.pompanobeachfl.gov/meetings>

The City of Pompano Beach (the “City”) is currently soliciting bids to establish annual contracts for the purchase of asphalt, to be picked up by City trucks, as needed. Sealed bids for Invitation to Bid (ITB) **E-21-22, Asphalt Picked-Up As-Needed** will be received until **2:00:00 p.m. (local), June 22, 2022**. Bids must be submitted electronically through the eBid System on or before the due date and time as specified herein. Bid openings are open to the public. All Bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidder must be registered on the City’s eBid System in order to view the ITB documents and respond to this ITB. The ITB documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents. A list of Bidders will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the zoom link.

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 ITB: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

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

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this ITB is to establish a primary, and alternate, annual, open-end contracts for the purchase of asphalt, to be picked up by City crews, as and when needed. Asphalt is used by the City for the repair of roadways, driveways, etc. after utility and sidewalk installations. Bids are requested from companies regularly engaged in the production of asphalt in various mixtures. Bidders must have sufficient plant production to meet the needs of the City on a regular, ongoing basis.

B. Contract Period

Initial contract price resulting from this ITB shall remain fixed for a period of no less than twelve (12) months from the contract’s initial effective date, commencing upon award by the appropriate City officials.

The City reserves the right to renew this Contract for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. Except as set forth in the Cost Adjustment section, all terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

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. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Producer Price Index (PPI), commodity code 940113 (as published): Paving Mixtures and Block, starting within most recent twelve (12) month period. It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-21-22 Page 13 of 14 will be considered yearly on the contract commencement anniversary date. For any adjustment to be considered, the Awarded Bidder's request for adjustment should be submitted no less than ninety (90) calendar days prior to the anniversary date. The Awarded Bidder's adjustment request may not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Bidder and/or to terminate the contract with the Awarded Bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Awarded Bidders' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Bidder is prohibited.

D. Quantities

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 ITB are estimates of annual usage, to be used for bid comparison purposes only. Asphalt will be ordered as needed.

E. Basis of Award

Bidders may bid on any or all items. The primary contract award will be made to the lowest responsive, responsible Bidder based on total cost. A secondary award will be made to the next responsive, responsible Bidder based on total cost, to provide the City a source of supply should the primary contractor be unable to supply product when required.

The award will be calculated based on the total cost to the City for the product, which will include material cost, and an amount to be calculated for travel time cost to the City. Transit time to and from the asphalt plant will be considered in calculating the total cost per item. Total cost to the City will include the following:

1. The material cost, which is calculated from the unit prices bid multiplied by the estimated tons.
2. The cost to the City for travel time, which will be calculated based on the travel time (according to Google-Maps®) from the Streets office to the asphalt plant (round trip), multiplied by the number of loads of asphalt picked up per year, multiplied by City crew cost of ninety-six dollars per hour (\$96.00/hr.).

F. Minimum Quantities

No minimum order quantities shall be stipulated by Bidders.

G. Delivery

The material is not to be delivered; material is to be picked up at Awarded Bidder's plant by City trucks as needed. Bid prices shall include all costs for loading required material onto City trucks. The material may be picked up on a day-to-day basis throughout the contract period. Bids will be considered from Bidders who have plants that are normally in continuous operation and from which the specified material can be obtained as needed. If, in the opinion of the General Services Director, the Awarded Bidder(s) fail at any time to meet the requirements herein then, the contract may be cancelled upon written notice.

H. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this ITB, the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting its response, to contact the City's Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its bid. Each addendum will be posted to the ITB in the eBid System.

I. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City of Pompano Beach is **strongly committed** to ensuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

Please note that, while no goals have been established for this ITB, the City encourages Local Business participation in *all* of its procurements.

J. Detail Specifications

1. Superpave Asphalt Concrete (hot mix asphalt) Type SP-12.5, to conform to Exhibit A (available on the Attachments tab of the City's eBid System): the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition and its supplements. Especially Section 334 of Exhibit A (pages 287-308). Estimated annual loads: 60
2. Superpave Asphalt Concrete (hot mix asphalt) Type SP-9.5, to conform to Exhibit A (available on the Attachments tab of the City's eBid System): the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition and its supplements. Especially Section 334 of Exhibit A (pages 287-308). Estimated annual loads: 930
3. Special Requirement - Manufacturing Plant Location

Transit time to the asphalt manufacturing plant will be considered during bid evaluation. For purposes of evaluation, round trip transit time shall be calculated from the Street Division Office, 1190 N.E. 3rd Avenue, Building B, Pompano Beach, Florida, 33060, to the Bidder's plant. All Bidders shall furnish the address of its manufacturing plant in its bid.

K. Insurance

Awarded Bidder shall not commence services under the terms of this Contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to an ITB and have questions regarding the insurance requirements hereunder, please contact the City's

Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

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

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

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

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

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

2. Liability Insurance.

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

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

Type of Insurance		Limits of Liability	
GENERAL LIABILITY:		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
		\$1,000,000	\$2,000,000
XX	comprehensive form	bodily injury and property damage	
XX	premises - operations	bodily injury and property damage	
XX	explosion & collapse	hazard	
XX	underground hazard		
XX	products/completed	bodily injury and property damage combined operations hazard	
XX	contractual insurance	bodily injury and property damage combined	
XX	broad form property damage	bodily injury and property damage combined	
XX	independent contractors	personal injury	
XX	personal injury		
—	CG2010 ongoing operations (or its' equivalent)		
—	CG 2037 completed operations (or its' equivalent)		
—	sexual abuse/molestation		
Minimum \$1,000,000 Per Occurrence and Aggregate			
AUTOMOBILE LIABILITY:			
Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.			
—	comprehensive form		
—	owned		
—	hired		
—	non-owned		
REAL & PERSONAL PROPERTY			
* Policy to be written on a claims occurrence basis comprehensive form Agent must show proof they have this coverage.			
EXCESS / UMBRELLA LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis			
XX	excess/umbrella	bodily injury and property damage combined	\$5,000,000
			\$5,000,000
PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
* Policy to be written on a claims made basis			
—	professional liability	\$1,000,000	\$1,000,000

(c) If Professional Liability insurance is required, Awarded Bidder agrees the indemnification and hold harmless provisions of Section 12 of the Contract shall survive the termination or expiration of the Contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY

	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
XX environmental/pollution liability	\$1,000,000	\$1,000,000

CYBER LIABILITY

	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis		
	\$1,000,000	\$1,000,000

__ Network Security / Privacy Liability

__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

__ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

__ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

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

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Awarded Bidder, the Awarded Bidder shall promptly provide the following:

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

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

6. Waiver of Subrogation. Awarded Bidder hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Awarded Bidder shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Bidder enter into such an Contract on a pre-loss basis.

L. Questions And Communication

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

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SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

- 1.1. Bidders must use the forms furnished by the City.
- 1.2. Bids must submit their response via the eBid System.
- 1.3. It will be the sole responsibility of the Bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
- 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
- 1.5. By submission of a response, Bidder affirms that a complete set of ITB documents was obtained from the eBid System and no alteration of any kind has been made to the ITB.
- 1.6. Late bids will not be considered.
- 1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the ITB.

3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all ITB responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.

4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the ITB will be firm for acceptance for a period of ninety (90) days from the date of ITB opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

- 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
- 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this ITB.

- 6.3. Delivery time will be a factor for any orders placed as a result of this ITB. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the Awarded 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 ITB 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 thirty-six(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 ITB 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		20. Retention of Records and Right to Access Clause
	The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.		The Awarded Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
14.	Copyrights and Patent Rights		21. Qualifications/Inspection
	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 Awarded Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.		Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
15.	Laws and Regulations		22. Anti-collusion Statement
	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 ITB award.		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.
16.	Taxes		
	The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.		Additionally, Bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.
17.	Conflict of Instructions		23. Indemnification
	If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.		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.
18.	Exceptions to Specifications		24. Reservation for Rejections and Award
	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.		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
19.	Warranties		
	The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.		

	City 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.		work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
25.	Interpretations Any questions concerning the conditions and specifications contained in this ITB should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.	31.	Governing Procedures This ITB 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.
26.	Failure to Respond If you elect not to bid, please use the no-bid feature of the eBid System.	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.
27.	Bid Tabulations Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify Non-Awarded Bidders of contract awards.		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:
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.	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.
29.	Termination for Convenience of City Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the Awarded Bidder, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City the notice of termination to the Awarded 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.	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.
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	5)	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
		6)	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
		33.	Invoicing/Payment

- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this ITB, 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 ITB for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this ITB will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Bidder/Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

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

Item	Estimated Annual Quantity	Description	Unit Price	Total
1.	100 tons	Type SP-12.5, as specified herein	\$_____	\$_____
2.	2400 tons	Type SP-9.5, as specified herein	\$_____	\$_____

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

All products to be picked up by City trucks from Awarded Bidder's plant. State address of plant where the above products are produced and may be picked up by the City:

State days and hours of operation: _____

State which mixes are regularly produced at the above plant: _____

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

_____ Yes _____ No

Conflict of Interest: For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

Yes ____ No ____

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

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

