

Meeting Date: 01/27/15

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approval to award Bid L-13-15, Concrete Ready-Mix Delivered, to the low bidder  
Cemex Construction Materials FL, LLC as prime contractor and to Banaszak Concrete  
Corporation as alternate contractor, for annual, open contracts, at an estimated cost  
of \$211,750.00 annually.

**Summary of Purpose and Why:**

Bid L-13-15 was issued to establish an open-end contract for the purchase of ready-mix concrete, delivered as needed, for use by the Public Works Department (Streets) for repairs, and installation of sidewalks, throughout the City. Bids were evaluated based on total cost to the City, including product cost and cost for waiting time for deliveries. Bid award is recommended to the low bidder, Cemex Construction Materials FL, LLC, as the primary contractor, with Banaszak Concrete Corporation as the alternate contractor should the materials be unavailable from the primary contractor, at the unit prices bid. The contract period is one year, commencing upon award, with contract renewal possible as stated in the bid specifications. Based on estimated quantity of concrete to be purchased, and the unit prices submitted by the recommended primary contractor, annual expenditures for concrete may total \$211,750.00. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a Local Business, but did not indicate SBE participation. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director    954    786-4097
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 302-7304-530.65-12,  
City Sidewalk Repair Project.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/15/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>1/5/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>1/16/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>1/16-15</u>	<u>Approval</u>	<u>[Signature]</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 #15-033  
January 5, 2015

To: Dennis W. Beach, City Manager  
Through: Otis J. Thomas, General Services Director *OT*  
From: Cassandra LeMasurier, Purchasing Supervisor *CL*  
Subject: Award Bid L-13-15, Concrete Ready-Mix Delivered

Contract Need/Background

Bid L-13-15 was issued to establish an annual, open-end contract for the purchase of ready-mix concrete, delivered, as needed by the Public Works Department. This bid solicitation was structured to evaluate the total cost to the City for concrete from the various bidders, including the direct product cost as priced in the bid proposal, and the cost to the City to wait for the arrival of additional loads of concrete during a large concrete pour.

Based on the estimated quantity of concrete required during a twelve-month period, plus vendors' environmental charges, plus the cost of waiting time, which was directly related to the location of the vendors' concrete production facility, the total costs to the City would be:

Cemex Construction Materials FL, LLC..... \$216,543.00  
Banaszak Concrete Corporation.....\$233,638.00

Therefore, the lowest responsive bidder is Cemex Construction Materials FL, LLC, with Banaszak Concrete Corporation the second-lowest bidder.

Attached you will find copies of a memorandum and the bid award recommendation form submitted by the Public Works Director, and copies of the bid tabulation, and bid solicitation document. The primary bid award is recommended to the low responsive bidder, Cemex Construction Materials FL, LLC, with Banaszak Concrete Corporation designated as the alternate contractor to provide the City a source of supply should the primary contractor be unable to supply product when required.

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.....2

Advertising

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

Funding

The total value of this contract, based on the unit prices from the recommended primary contractor, and the estimated quantity of various types of concrete to be purchased, is \$211,750.00. Purchases will be made, as needed, from budgeted funds account 302-7304-530.65-12, City Sidewalk Repair Project.

Purchasing #15-033

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January 5, 2015

Award Recommendation

It is recommended that a contract award be made to the low responsive bidder, Cemex Construction Materials FL, LLC, as the primary contractor, at the unit prices bid. Banaszak Concrete Corporation will be designated as the alternate contractor, at the unit prices bid. The contract period will be one year, commencing upon award by the Commission. The contract may be renewed for an additional one year period, subject to the terms and conditions contained in the bid specifications. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a Local Business, but did not indicate SBE participation.

Enclosures

cc: file



Phone: (954) 786-4107

**City of Pompano Beach**  
Public Works Department

Fax: (954) 786-4011

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**MEMORANDUM NO.ST14-022**

DATE: December 29, 2014

TO: Otis Thomas, General Service Director

FROM: Michael B. Carter, Streets Superintendent 

VIA: Robert McCaughan, Public Works Director 

SUBJECT: **Bid No. L-13-15**

Attached is the Bid Award Recommendation Form. I have completed all the necessary information. I recommend Bid #L-13-15 be awarded to CEMEX construction Materials as the primary contractor, and Banaszak Concrete Corporation, to be the secondary contractor for ready mix concrete, to be delivered to jobsites as ordered.

This material will be used for repairs as well as installation of sidewalk, water and sewer cut and new projects in various locations throughout the City.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date 12/22/2014  
To: Public Works Streets Division Department Attn.: Michael Carter   
Subject: Bid No. L-13-15 Item/service: Concrete Ready-Mix Delivered

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: 302-7304-530-65-12

Title: City Sidewalk

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Cemex Construction Materials FL (primary), and Banaszak Concrete Corporation (secondary)

(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 X

Signature: Robert McCaughy Date: 12/29/14

Title: Public Works Director  
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION  
 Bid #: L-13-15 Title: Concrete, Ready-Mix, Delivered  
 Date 12/22/2014

<b>Bidder:</b>	<b>Banaszak Concrete Corporation, 2401 College Avenue, Davie, FL 33317</b>	<b>Cemex Constr. Materials FL LLC, 1150 N.W. 24th Street, Pompano Beach, FL 33064</b>
2,500 p.s.i. ready-mix concrete, per cy:	\$102.00	\$93.00
Total for 100 cy:	\$10,200.00	\$9,300.00
3,000 p.s.i. ready-mix concrete, per cy:	\$104.00	\$95.00
Total for 1740 cy:	\$180,960.00	\$165,300.00
3,000 p.s.i. ready-mix (pump mix) concrete with pea rock, per cy:	\$112.00	\$105.00
Total for 250 cy:	\$28,000.00	\$26,250.00
4,000 p.s.i. ready-mix concrete, per cy:	\$116.00	\$109.00
Total for 100 cy:	\$11,600.00	\$10,900.00
<b>GRAND TOTAL:</b>	<b>\$230,760.00</b>	<b>\$211,750.00</b>
Environmental fee per cy:		
OR Environmental fee per load:	\$6.00	\$20.00
Minimum ordering amt. (over short load) =	5 cubic yards	7.5 cubic yards
Short load charge =	\$100.00	\$350 1-3 yards, \$250 4-7 yards
Diversion charge =	\$50.00	\$0.00
Holding time charge will apply after =	3 hours	60 mins
Holding time charge =	\$100.00	\$1.50/min
Location of concrete manufacturing plant:	2401 College Avenue, Davie, FL 33317	1150 N.W. 24th Street, Pompano Beach, FL 33064
Estimated round-trip transit time from plant to Streets office:	23 minutes	6 minutes
Maximum number of days required to schedule order:	3 calendar days	n/a
Notes:		
SBE participation goal 5%:	no SBE participation	no SBE participation
Local Business participation goal 5%:	no Local participation	Bidder is a local business

**Total cost to the City:**

Formula is: 1.) + 2.) + 3.) = Total Cost; see below for definitions

<b>Banaszak Concrete=</b>	$\$230,760 + \$1,314 + \$1,564 =$	<b>\$233,638.00</b>
<b>Cemex Construction Materials =</b>	$\$211,750 + \$4,385 + \$408 =$	<b>\$216,543.00</b>

**Total cost assumptions:**

48 Deliveries per year contract term will consist of at least two loads.

The wage cost for the City's concrete crew totals \$85.00 per hour.

**Total cost to the City will include:**

- 1.) The material cost, which shall equal the Grand Total calculated from the unit prices bid.
- 2.) The "environmental fee" charges, which will be calculated based on the fee per cubic yard multiplied by the total number of cubic yards to be ordered per year, or the fee per load multiplied by the total number of cubic yards per year, divided by 10 (full load equals 10 cy).
- 3.) The cost to the City for waiting time, which will be calculated based on the travel time from the concrete plant to the Streets office (round trip), multiplied by 48 (number of deliveries per year requiring more than one load), multiplied by \$85.00 per hour.

**Material Cost** (see next page for unit pricing and estimated quantities)

1.) Banaszak Concrete = \$230,760

1.) Cemex = \$211,750

**Environmental Fee**

2.) Banaszak Concrete = \$6 per load;  $\$6 \times 2,190 \text{ cy} / 10 = \$1,314$

2.) Cemex = \$15 per load;  $\$15 \times 2,190 \text{ cy} / 10 = \$4,385$

**Waiting Time**

3.) Banaszak Concrete = 23 min. round trip x 48 = 1,104 min.,  
1,104 min. / 60 min. = 18.4 hrs., 18.4 hrs. x \$85.00 = \$1,564

3.) Cemex = 6 min. round trip x 48 = 288 min.,  
288 min. / 60 min. = 4.8 hrs., 4.8 hrs. x \$85.00 = \$408



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

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**BID L-13-15 -- CONCRETE, READY-MIX, DELIVERED**

November 20, 2014

The City of Pompano Beach is currently soliciting bids to establish contracts for the purchase of ready mix concrete, delivered to the job site, when needed by the City. Sealed bids will be received until **2:00 p.m. (local), December 22, 2014**, 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 Cassandra LeMasurier, Purchasing Supervisor at (954) 786-4098.

**SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS**

**A. Intent**

The intent of this bid is to establish a primary, and an alternate, open-end contract for the purchase of ready mix concrete, delivered, as and when needed. Concrete is used by the City for the installation and repair of sidewalks, driveways, slabs, etc. Bids are requested from companies regularly engaged in the furnishing and delivery of ready mix concrete in various mixtures/strengths. Bidders must have sufficient plant production and delivery trucks to meet the needs of the City on a regular, ongoing basis.

The City reserves the right to make a pre award inspection of the bidder's facilities and equipment before award of contract. Additionally, the City reserves the right to verify travel times estimated by bidders in their proposals.

**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.

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**

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. Ready mix concrete will be ordered as needed by the City.

**D. Bid Items/Grouping**

Like items within this bid are grouped. Bidders may submit bids on any or all groups. If bidding a group, all items within that group must be priced, for the bid to be considered.

**E. Basis of Award**

The primary contract award will be made to the lowest responsive, responsible bidder based on the total cost to the City. Total cost to the City will include material cost (Grand Total), "environmental fee" charges, and an amount to be calculated for waiting time cost to the City. An alternate, secondary award will be made to the second-lowest responsive, responsible bidder to provide the City a source of supply should the primary contractor be unable to supply product when required.

**F. Pricing**

All prices bid shall be F.O.B. destination/delivered to the job location for each order, which shall be within the city limits of the City of Pompano Beach. Prices bid per cubic yard are to include all per yard charges, including cost of product and transportation.

If bidder charges an "environmental fee" in addition to other charges, this fee must be identified in their bid proposal. Fee must be clearly stated as applying per yard or per load. For bid tabulation purposes, fees stated per load will be evaluated as applying to a ten (10) cubic yard load.

The City will not pay any "fuel surcharges".

G. 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.

H. 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. Addenda will be posted to the City's website.

I. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business

Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

**The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.**

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

J. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

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:  
[http://pompanobeachfl.gov/pages/departement\\_directory/development\\_services/business\\_tax\\_receipt\\_division/business\\_tax\\_receipt\\_division.html.php](http://pompanobeachfl.gov/pages/departement_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php)

**The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.**

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability

Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

K. Detail Specifications

1. Product Required -- Ready Mix Concrete:

- a. 2,500 p.s.i. -- estimated quantity required over a twelve month period 100 cubic yards.
- b. 3,000 p.s.i. -- estimated quantity required over a twelve month period 1,740 cubic yards.
- c. 3,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 250 cubic yards.
- d. 4,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 100 cubic yards.

2. Minimum ordering amount (over short load) shall be stated by bidder in their proposal.

3. Environmental Fee

If bidder charges an "environmental fee" in addition to other charges, this fee must be identified in their bid proposal. Fee must be clearly stated as applying per yard or per load. For bid tabulation purposes, fees stated per load will be evaluated as applying to a ten (10) cubic yard load. The overall annual cost to the City will be calculated to include all environmental fee charges applicable, and for this calculation, the City will assume orders placed are full loads.

4. Other Charges

Bidder must state charges for the following in their proposal. These charges will not be used in determining bid award, but will be paid to the awarded contractor, if and when applicable. Charges must be firm for the entire contract period.

- a. Diversion Charge
- b. Short Load Charge
- c. Holding Time Charge (state when holding time charge will apply)

5. State the maximum number of days in advance required to schedule an order in the proposal

6. Special Requirement - Manufacturing Plant Location

Transit time from the concrete manufacturing plant will be considered during bid evaluation. For purposes of evaluation, transit time shall be calculated from point of manufacture to the Street Division Office, 1190 N.E. 3rd Avenue, Building B, Pompano Beach, Florida, 33060. All bidders shall furnish the address of their

manufacturing plant in their proposal, and shall estimate transit time from the plant to the above City location.

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.

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.

**LIMITS OF LIABILITY**

Type of Insurance	each occurrence	aggregate
<b>GENERAL LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>	
XX comprehensive form		
XX premises - operations		bodily injury

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

<input type="checkbox"/>	explosion & collapse hazard	property damage
<input type="checkbox"/>	underground hazard	
<input checked="" type="checkbox"/>	products/completed operations hazard	
<input checked="" type="checkbox"/>	contractual insurance	bodily injury and property damage
<input checked="" type="checkbox"/>	broad form property damage	combined
<input checked="" type="checkbox"/>	independent contractors	
<input checked="" type="checkbox"/>	personal injury	personal injury

**AUTOMOBILE LIABILITY**

**MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE**

		bodily injury (each person)
		bodily injury (each accident)
<input checked="" type="checkbox"/>	comprehensive form	
<input checked="" type="checkbox"/>	owned	property damage
<input checked="" type="checkbox"/>	hired	bodily injury and property damage
<input checked="" type="checkbox"/>	non-owned	combined

**REAL & PERSONAL PROPERTY**

<input checked="" type="checkbox"/>	comprehensive form	Organization must show proof they have this coverage.
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**EXCESS LIABILITY**

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

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

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

**M. Questions And Communication**

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email [purchasing@copbfl.com](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal

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

effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
  - 1.1. Bidders must use the 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. Your sealed bid envelope 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: L-13-15 CONCRETE, READY-MIX, DELIVERED".
  - 1.5. Use the following address for delivery of bids:  
  
 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 email or 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

6. Delivery  
  
 If there is an error in extensions (mathematical calculations), unit prices will prevail.
  - 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 #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions

are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

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. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

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 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.

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

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

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.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section

119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. 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. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

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

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

SECTION III - PROPOSAL

IMPORTANT!!!

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

Estimated Annual Quantity	Description	Unit Price	Total
100 cubic yards	2,500 p.s.i. ready-mix concrete	\$ _____/cy	\$ _____
1,740 cubic yards	3,000 p.s.i. ready-mix concrete	\$ _____/cy	\$ _____
250 cubic yards	3,000 p.s.i. ready-mix (pump mix) concrete with pea rock	\$ _____/cy	\$ _____
100 cubic yards	4,000 p.s.i. ready-mix (pump mix) concrete with pea rock	\$ _____/cy	\$ _____
	GRAND TOTAL		\$ _____

"Environmental Fee" per cubic yard: \_\_\_\_\_  
 --OR-- per load: \_\_\_\_\_

Other Charges/Information:

Minimum ordering amount (over short load): \_\_\_\_\_

Short load charge: \$ \_\_\_\_\_

Diversion charge: \$ \_\_\_\_\_

Holding time charge will apply after \_\_\_\_\_ (time period)

Holding time charge: \$ \_\_\_\_\_

State location of manufacturing plant from which concrete will originate:

.....

.....

..... zip .....

State estimated transit time from point of manufacture to the Street Division Office, 1190 N.E.  
3rd Avenue, Building B, Pompano Beach, Florida, 33060:

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

..... minutes

Maximum number of days required to schedule an order: \_\_\_\_\_ calendar days

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

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

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

Yes, bidder has a drug-free workplace program \_\_\_ No \_\_\_\_\_

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes \_\_\_ No \_\_\_\_\_

Name & address of company submitting bid:

.....

.....

..... zip .....

Federal Employer Identification #: .....

Telephone number: .....

"Fax" number: .....

Email: .....

Acknowledgment of the following Addenda is noted:

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

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: .....

**\*\*\* Submit one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.**

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

CITY OF POMPANO BEACH, FLORIDA  
SMALL BUSINESS ENTERPRISE  
PARTICIPATION FORM

Bid Number & Title: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_

<u>Name of Firm</u>	<u>Contact Person, Telephone</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

***(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total Contract Amount \_\_\_\_\_ Total SBE Contract Amount \_\_\_\_\_

Are documents requested submitted accordingly \_\_\_ YES \_\_\_ NO

SBE EXHIBIT "A"

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

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of SBE Contractor)

(address):

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

SBE EXHIBIT "B"

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

**SMALL BUSINESS ENTERPRISE (SBE)  
UNAVAILABILITY FORM**

**BID #** \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said SBE CONTRACTOR(s):

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

**SBE EXHIBIT "C"**

GOOD FAITH EFFORT REPORT

BID # \_\_\_\_\_

1. What portions of the contract have you identified as SBE opportunities?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to SBEs?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

\_\_\_\_\_  
\_\_\_\_\_

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

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"



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

**LOCAL BUSINESS**  
**LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR**

Bid Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

(address):

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

**LOCAL BUSINESS EXHIBIT "B"**

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

**LOCAL BUSINESS  
UNAVAILABILITY FORM**

**BID #** \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

**LOCAL BUSINESS EXHIBIT "C"**

**GOOD FAITH EFFORT REPORT**  
**LOCAL BUSINESS PARTICIPATION**

BID # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Did you send written notices to Local Businesses?

Yes       No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes       No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

\_\_\_\_\_  
\_\_\_\_\_

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: \_\_\_\_\_

\_\_\_\_\_

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

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LOCAL BUSINESS EXHIBIT "D"

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

**STATEMENT OF NO RESPONSE  
L-13-15 -- CONCRETE, READY-MIX, DELIVERED**

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 \_\_\_\_\_