

**BID FORM**

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT: Redimix Concrete Material – Annual Contract - REBID

BID#: PWDO-180018-GD

BID DUE DATE: August 23, 2017 at 3:00 p.m. local time

CITY'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Gayle Dykeman

Telephone Number: 352-334-5021

Fax Number: 352-334-3163

Email address: dykemangb@cityofgainesville.org

Bidder Legal Name: Argos North America Corp.

Bidder Alias/DBA: Argos USA LLC

Bidder's Address: 3015 Windward Plaza, Suite 300  
Alpharetta, GA. 30005

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Dewayne Stidham

Telephone Number 352-376-6491

Date: 8/21/2017

Fax Number 352-376-5819

Email address d.stidham@Argos-usa.com

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

### TAXES

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

### BID PRICES

1. All cost will be evaluated on the following formula. (Refer to Zone Map, next page.)

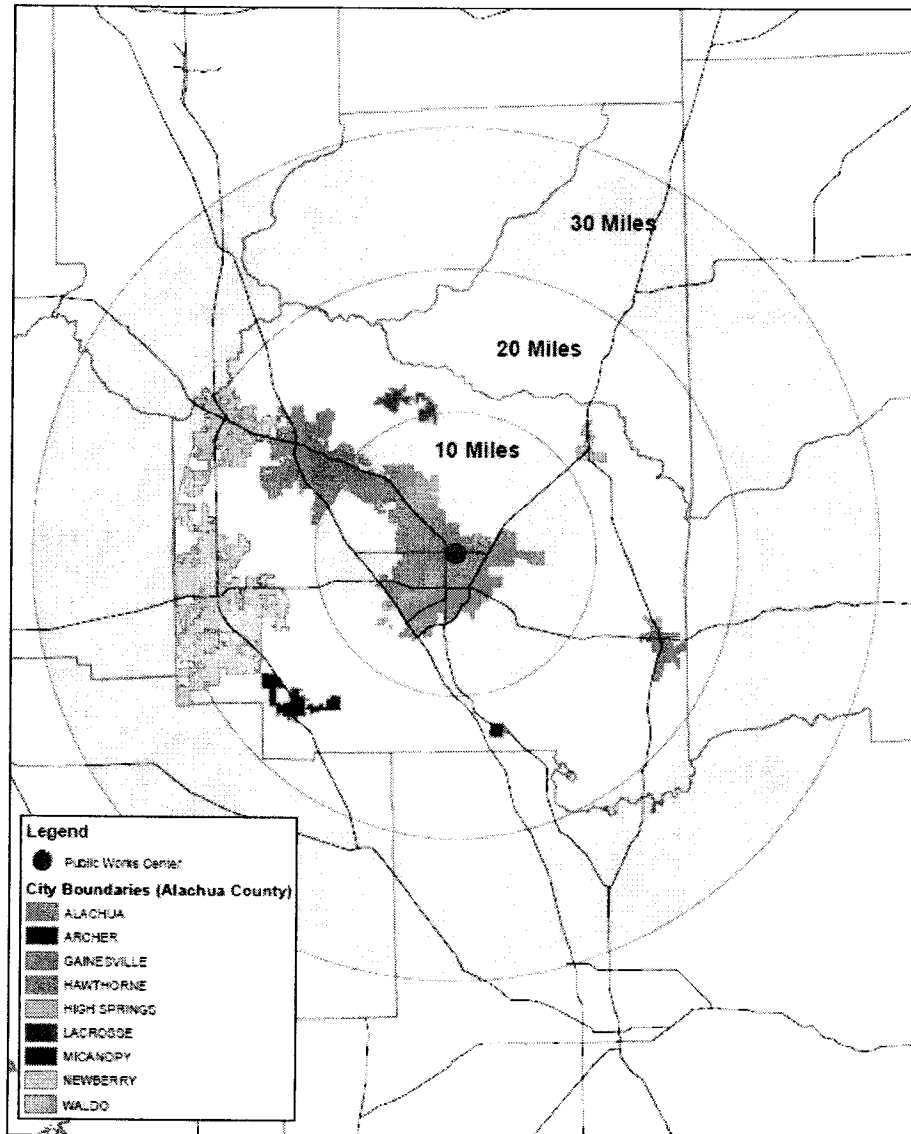
Cost per item	Pickup Trip Charge (added to price for bid evaluation purposes)			Equals Evaluation Cost per item
	≥10 miles from Public Works	≥20 miles from Public Works	≥30 miles from Public Works	
\$ (bid cost)	\$20.95	\$41.90	\$62.85	\$ (award base)

Public Works Department Address – 405 NW 39<sup>th</sup> Avenue, Gainesville, FL 32609

Due to the cost involved and the amount of productivity lost in travel time, the City will not travel more than 30 miles for pickup.

Gainesville Batch Plant Address: 927 South Main Street.  
Gainesville, FL. 32601

3.6 miles



**PLANT MIX CONCRETE:**

**PICK-UP PRICE:**

(by City-owned concrete truck)

2,500 psi

\$ 94.00

\$ 93.00

3,000 psi

\$ 96.00

\$ 94.00

3,500 psi

\$ 99.00

\$ 102.00

4,000 psi

\$ 101.50

\$ 104.50

5,000 psi

\$ 107.00

\$ 110.00

2" Pump Mix *Add*

\$N/A

\$ 6.00 per standard  
PSI price

**DELIVERY PRICE:**

(delivered to site by bidder)

2" Pump Mix *Add*

\$N/A

\$ 6.00 per Standard  
psi bid.

2,500 psi

\$ 100.00

\$ 103.00

3,000 psi

\$ 102.00

\$ 105.00

3,500 psi

\$ 105.00

\$ 108.00

4,000 psi

\$ 107.50

\$ 110.00

5,000 psi

\$ 114.00

\$ 116.00

**"FLOWABLE FILL" with sand, cement, fly ash and water: FDOT Standard**

**PICK-UP PRICE:**

(by City-owned concrete truck)

50 psi

\$ 78.00 per cu/yd

\$ 84.00 per cu/yd

100 psi

\$ 80.00 per cu/yd

\$ 86.00 per cu/yd

**ADDITIVES:**

Fiber mesh or equal/C.Y. *1.5\*/C.Y.*

\$ 7.50

Accelerator 1%

\$ 3.00

Retardant 1%

\$ 1.75

MINIMUM DELIVERY LOAD:

5.00 Cubic Yards

NON-OPERATIONAL HOURS FEE:

\$ 1,000 / \* 2,500.00 - Sunday

EXTRUDED CURB MIX

\$ 112<sup>00</sup> per Cubic Yard

PERMA CURB MIX

\$ 112<sup>00</sup> per Cubic Yard

DELIVERY TIME:

Delivery during normal hours of operation will be made 48 hours after receipt of request for delivery.

Delivery after normal hours of operation will be made 96 hours after receipt of request for delivery.

If the Contractor is unable to supply the concrete in the required time frame, the City reserves the right to purchase from an alternate vendor.

ITEMS BEING BID:

☒ All items as specified

☐ Equivalent item bid

If equivalent items are being bid, all such items must be listed below:

ITEM SPECIFIED

MFGR AND CATALOG NO. BID:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WARRANTY:

WARRANTY PROVIDED:

☒ YES ☐ NO

If yes, describe the warranty in the space provided or attach a copy of the warranty to the Bid Form:

Meets required strength in 28 days. Testing must be done by  
Certified Lab. Compressive Strength only. Not responsible for  
workmanship.

Delivered concrete shall be warranted for one (1) year

Proper Control Joints are required.

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

Note: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NEGOTIATE PRICING FOR LIKE ITEMS OF DIFFERING SIZES NOT SPECIFICALLY COVERED IN THIS BID.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

**LOCAL PREFERENCE (check one)**

Local preference is requested ☒ yes ☐ no

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) ☐ YES ☒ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☒ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

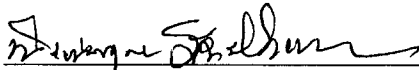
ATTEST:

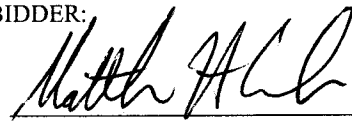
BIDDER:

ATTEST:

(CORPORATE SEAL)

BIDDER:

  
Signature  
By: Dwayne S. Williams  
Title: Sales

  
Signature  
By: Matthew H. Carcaba  
Title: Territory Manager

# TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

Revised:  
4/4/2005:5/17/2012

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. This form should be completed and submitted with the bid.

Please TYPE or PRINT legibly. Use additional sheets as necessary.

## SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

## MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: Argos USA, LLC

Form Completed By: Deanne St. John

Date: 8/21/2017

Title: Gainesville Sales Representative

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Argos USA, LLC does:  
(Name of Business)

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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Debrae Stishman  
Bidder's Signature

8/21/2017  
Date



## **DEBARRED AND SUSPENDED BIDDERS**

### **Breach of Contract**

1. Scope.

This policy prescribes policies and procedures relating to:

  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions;  
and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 Definitions.
  - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
  - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
  - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
  - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
  - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
  - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
  - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

  - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
  - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

  - (a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
  - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
  - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
    - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
    - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
  - (5) Debarment by any other governmental agency.
- (b) Conditions.
- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
  - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
  - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
  - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
  - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

#### 5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

#### 6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

#### 6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory, or if the bidder or its affiliates fail to immediately cooperate with

all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## ARTICLE X. LOCAL PREFERENCE POLICY\*

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**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

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### **Sec. 2-620. Findings of fact.**

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### **Sec. 2-621. Definition.**

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### **Sec. 2-622. Local preference in purchasing and contracting.**

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

### **Sec. 2-623. Exceptions to local preference policy.**

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or

- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

BID #: PWDO-180018-GD

DUE DATE: August 23, 2017  
@ 3:00 p.m., local time

SEALED BID ON: Redimix Concrete Material – Annual Contract - REBID

IF YOU DO NOT BID

Please check the appropriate or explain:

- |           |    |  |
|-----------|----|--|
| _____     | 1. | Not enough bid response time.                  |
| _____     | 2. | Specifications not clear.                      |
| <u>NA</u> | 3. | Do not submit bids to Municipalities.          |
| _____     | 4. | Current work load does not permit time to bid. |
| _____     | 5. | Delay in payment from Governmental agencies.   |
| _____     | 6. | Do not handle this item.                       |
| _____     | 7. | Other: _____                                   |
|           |    | _____  |
|           |    | _____  |
|           |    | _____  |

Company: Angos USA, LLC

Address: 3013 Windward Plaza, Suite 300, Alpharetta, Ga. 30005

Are you a qualified local small business?                      yes \_\_\_\_\_                      no ✓



CITY OF GAINESVILLE

Customer Copy

# BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE  
TREASURY DIVISION OF THE FINANCE DEPARTMENT

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

**BUSINESS TAX NO.**

**41126**

Please display in your  
place of business

**BUSINESS NAME AND MAILING ADDRESS**

ARGOS READY MIX, LLC

3015 WINDWARD PLAZA  
ALPHARETTA, GA 30005

**BUSINESS LOCATION**

924 S MAIN ST

**BUSINESS PHONE**

352-376-2182

**BUSINESS E-MAIL**

[mebutler@argos-us.com](mailto:mebutler@argos-us.com)



Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
6245	MANUFACTURING NOT LISTED SEPARATELY	\$210.00
9925	PENALTY 25%	\$52.50
<b>TOTAL ASSIGNED:</b>		\$262.50
<b>TOTAL PAID:</b>		\$262.50
<b>AMOUNT DUE:</b>		\$0.00

APPROVED MB/FINANCE DIRECTOR



132483A5A81D472C87D797FC02B7F87F

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

OR TO WEB SITE

<http://eservices.cityofgainesville.org>



## BID FORM

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT: Redimix Concrete Material – Annual Contract - REBID

BID#: PWDO-180018-GD

BID DUE DATE: August 23, 2017 at 3:00 p.m. local time

CITY'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Gayle Dykeman

Telephone Number: 352-334-5021

Fax Number: 352-334-3163

Email address: dykemangb@cityofgainesville.org

Bidder Legal Name:

Argos North America Corp.

Bidder Alias/DBA:

Argos USA LLC

Bidder's  
Address

3015 Windward Plaza, Suite 300  
Alpharetta, GA. 30005

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name:

Dewayne Stidham

Telephone Number

352-376-6491

Date:

8/21/2017

Fax Number

352-376-5819

Email address d.stidham@Argos-us.com

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### **ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

### **TAXES**

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

### **BID PRICES**

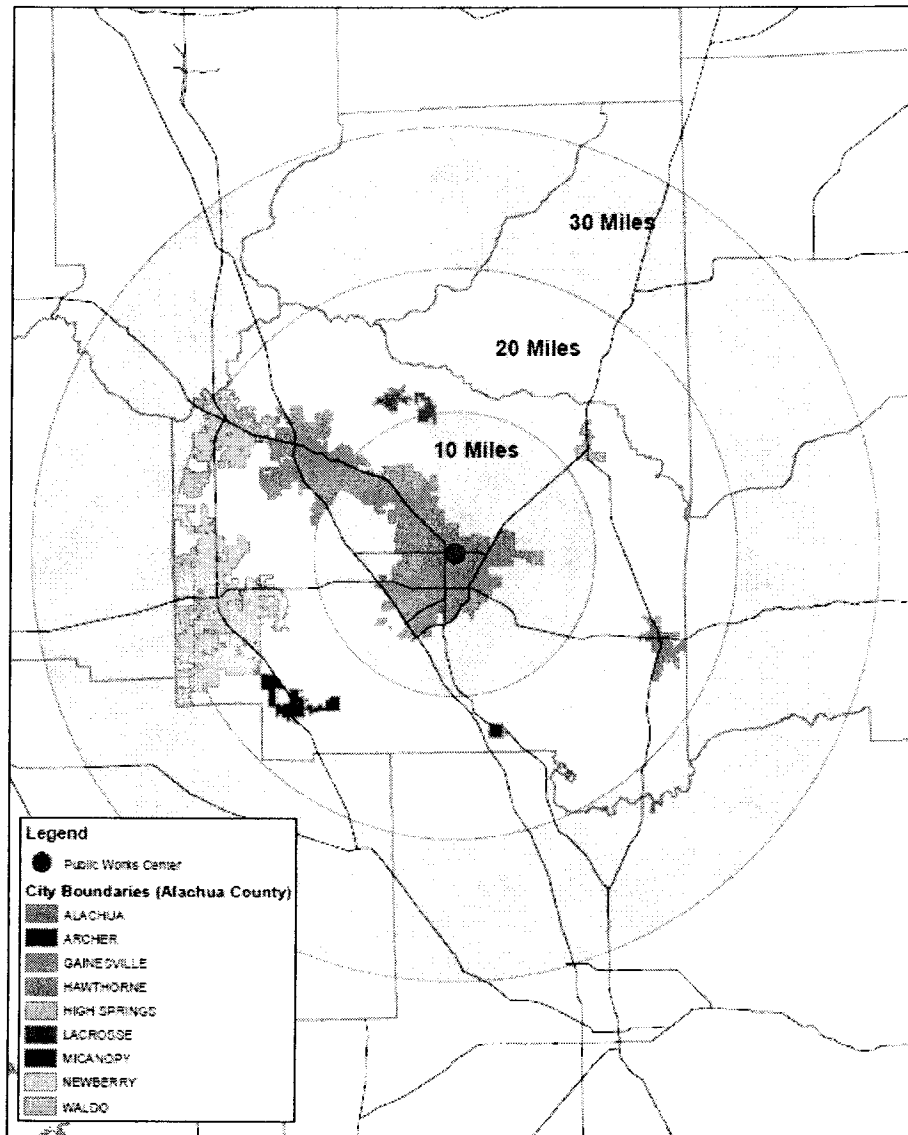
1. All cost will be evaluated on the following formula. (Refer to Zone Map, next page.)

Cost per item	Pickup Trip Charge (added to price for bid evaluation purposes)			Equals Evaluation Cost per item
	≥10 miles from Public Works	≥20 miles from Public Works	≥30 miles from Public Works	
\$ (bid cost)	\$20.95	\$41.90	\$62.85	\$ (award base)

Public Works Department Address – 405 NW 39<sup>th</sup> Avenue, Gainesville, FL 32609

Due to the cost involved and the amount of productivity lost in travel time, the City will not travel more than 30 miles for pickup.

Gainesville Batch Plant Address: 924 South Main St.  
Gainesville, FL 32601



**PLANT MIX CONCRETE:**

**PICK-UP PRICE:**

(by City-owned concrete truck)

**STANDARD**

**PEA ROCK**

2,500 psi	\$ <u>94.00</u>	\$ <u>97.00</u>
3,000 psi	\$ <u>96.00</u>	\$ <u>99.00</u>
3,500 psi	\$ <u>99.00</u>	\$ <u>102.00</u>
4,000 psi	\$ <u>101.50</u>	\$ <u>104.50</u>
5,000 psi	\$ <u>107.00</u>	\$ <u>110.00</u>
2" Pump Mix    Add	\$N/A	\$ <u>6.00 to Standard</u> Psi Price

**DELIVERY PRICE:**

(delivered to site by bidder)

2" Pump Mix    Add	\$N/A	\$ <u>6.00 to Standard</u> Psi Price
2,500 psi	\$ <u>100.00</u>	\$ <u>103.00</u>
3,000 psi	\$ <u>102.00</u>	\$ <u>105.00</u>
3,500 psi	\$ <u>105.00</u>	\$ <u>108.00</u>
4,000 psi	\$ <u>107.50</u>	\$ <u>110.00</u>
5,000 psi	\$ <u>114.00</u>	\$ <u>116.00</u>

**"FLOWABLE FILL" with sand, cement, fly ash and water: FDOT Standard**

**PICK-UP PRICE:**

(by City-owned concrete truck)

Excavatable

Non-Excavatable

50 psi	\$ <u>78.00</u> per cu/yd	\$ <u>84.00</u> per cu/yd
100 psi	\$ <u>80.00</u> per cu/yd	\$ <u>86.00</u> per cu/yd

**ADDITIVES:**

Fiber mesh or equal/C.Y. <u>1.5<sup>ft</sup>/C.Y.</u>	\$ <u>7.50</u>
Accelerator 1%	\$ <u>3.00</u>
Retardant 1%	\$ <u>1.75</u>

MINIMUM DELIVERY LOAD:

5.00 Cubic Yards

NON-OPERATIONAL HOURS FEE:

\$ 1,000 / \$2,500 Sunday

EXTRUDED CURB MIX

\$ 112.00 per Cubic Yard

PERMA CURB MIX

\$ 112.00 per Cubic Yard

DELIVERY TIME:

Delivery during normal hours of operation will be made 48 hours after receipt of request for delivery.

Delivery after normal hours of operation will be made 96 for delivery.  
hours after receipt of hours after receipt of request

If the Contractor is unable to supply the concrete in the required time frame, the City reserves the right to purchase from an alternate vendor.

ITEMS BEING BID:

☒ All items as specified

☐ Equivalent item bid

If equivalent items are being bid, all such items must be listed below:

ITEM SPECIFIED

MFGR AND CATALOG NO. BID:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WARRANTY:

WARRANTY PROVIDED:

☒ YES ☐ NO

If yes, describe the warranty in the space provided or attach a copy of the warranty to the Bid Form:

Meets required strength in 28 Days. Testing must be done by  
Certified Lab. Compressive Strength Only. Not responsible for workmanship.

Delivered concrete shall be warranted for one (1) year  
Proper Control Joints are required.

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

Note: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NEGOTIATE PRICING FOR LIKE ITEMS OF DIFFERING SIZES NOT SPECIFICALLY COVERED IN THIS BID.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

**LOCAL PREFERENCE (check one)**

Local preference is requested ☒ yes ☐ no

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) ☐ YES ☒ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☒ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

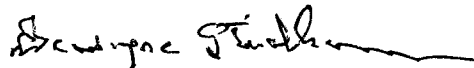
ATTEST:

BIDDER:

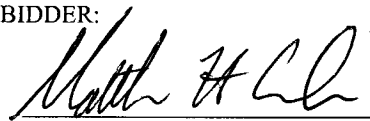
ATTEST:

(CORPORATE SEAL)

BIDDER:

  
Signature  
By: Dwayne Stidham

Title: Sales

  
Signature  
By: Matthew H. Carcagno  
Title: Territory Manager

## TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. This form should be completed and submitted with the bid.

Please TYPE or PRINT legibly. Use additional sheets as necessary.  
**SUBCONTRACTORS**

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
3. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

## MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
3. <i>Handwritten signature</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: *Arqos USA LLC*

Form Completed By: *Devyne Stidham*

Date: *8/21/2017*

Title: *Gainesville Sales Representative*

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Argos USA, LLC

(Name of Business)

does:

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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Dwayne Stidham

Bidder's Signature

8/21/2017

Date



## **DEBARRED AND SUSPENDED BIDDERS**

### **Breach of Contract**

1. Scope.

This policy prescribes policies and procedures relating to:

  - (a) the debarment of bidders for cause;
  - (b) the suspension of bidders for cause under prescribed conditions;  
and,
  - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
- 2.1 Definitions.
  - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
  - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
  - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
  - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
  - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
  - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.
  - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
  - (b) The list shall show as a minimum the following information:
    - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
    - (2) the basis of authority for each action;
    - (3) the extent of restrictions imposed; and,
    - (4) the termination date for each debarred or suspended listing.
  - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

  - (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
  - (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.

  - (a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
  - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
  - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.

(b) Debarment by any other governmental agency.  
Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory, or if the bidder or its affiliates fail to immediately cooperate with

all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## ARTICLE X. LOCAL PREFERENCE POLICY\*

**\*Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

### Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

### Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or

- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

BID #: PWDO-180018-GD

DUE DATE: August 23, 2017  
@ 3:00 p.m., local time

SEALED BID ON: Redimix Concrete Material – Annual Contract - REBID

IF YOU DO NOT BID

Please check the appropriate or explain:

- |       |    |  |
|-------|----|--|
| _____ | 1. | Not enough bid response time.                  |
| _____ | 2. | Specifications not clear.                      |
| _____ | 3. | Do not submit bids to Municipalities.          |
| _____ | 4. | Current work load does not permit time to bid. |
| _____ | 5. | Delay in payment from Governmental agencies.   |
| _____ | 6. | Do not handle this item.                       |
| _____ | 7. | Other: _____                                   |
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Company: Argos USA, LLC

Address: 3015 Windward Plaza, Suite 300, Alpharetta, GA. 30005

Are you a qualified local small business?

yes \_\_\_\_\_ no ☒



# CITY OF GAINESVILLE

Customer Copy

## BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE  
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

Please display in your  
place of business

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

**BUSINESS TAX NO.**

**41126**

**BUSINESS NAME AND MAILING ADDRESS**

ARGOS READY MIX, LLC

3015 WINDWARD PLAZA  
ALPHARETTA, GA 30005

**BUSINESS LOCATION**

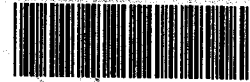
924 S MAIN ST

**BUSINESS PHONE**

352-376-2182

**BUSINESS E-MAIL**

[mebutler@argos-us.com](mailto:mebutler@argos-us.com)



Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
6245	MANUFACTURING NOT LISTED SEPARATELY	\$210.00
9925	PENALTY 25%	\$52.50
TOTAL ASSIGNED:		\$262.50
TOTAL PAID:		\$262.50
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



132483A5A81D472C87D797FC02B7F87F

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

OR TO WEB SITE

<http://eservices.cityofgainesville.org>



## BID FORM

TO: City of Gainesville, Florida  
200 East University Avenue  
Gainesville, Florida 32601

PROJECT: Redimix Concrete Material – Annual Contract - REBID

BID#: PWDO-180018-GD

BID DUE DATE: August 23, 2017 at 3:00 p.m. local time

CITY'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Gayle Dykeman

Telephone Number: 352-334-5021

Fax Number: 352-334-3163

Email address: dykemangb@cityofgainesville.org

Bidder Legal Name: Argos North America Corp.

Bidder Alias/DBA: Argos USA LLC

Bidder's Address: 3015 Windward Plaza, Suite 300  
Alpharetta, GA. 30005

BIDDER'S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: Dwayne Stidham

Telephone Number 352-376-6491

Date: 8/14/2017

Fax Number 352-376-5819

Email address d.stidham@Argos-usa.com

### BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

The Bidder further declares that it has carefully examined the Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

Bidder further declares that any deviation from the specifications are explained on separate sheets labeled Clarifications and Exceptions attached to this Bid Form and that each deviation is itemized by number and specifically refers to the applicable specification paragraph and page.

### **ADDENDA**

The Bidder hereby acknowledges receipt of Addenda No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these Specifications.

### **TAXES**

The Bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

### **BID PRICES**

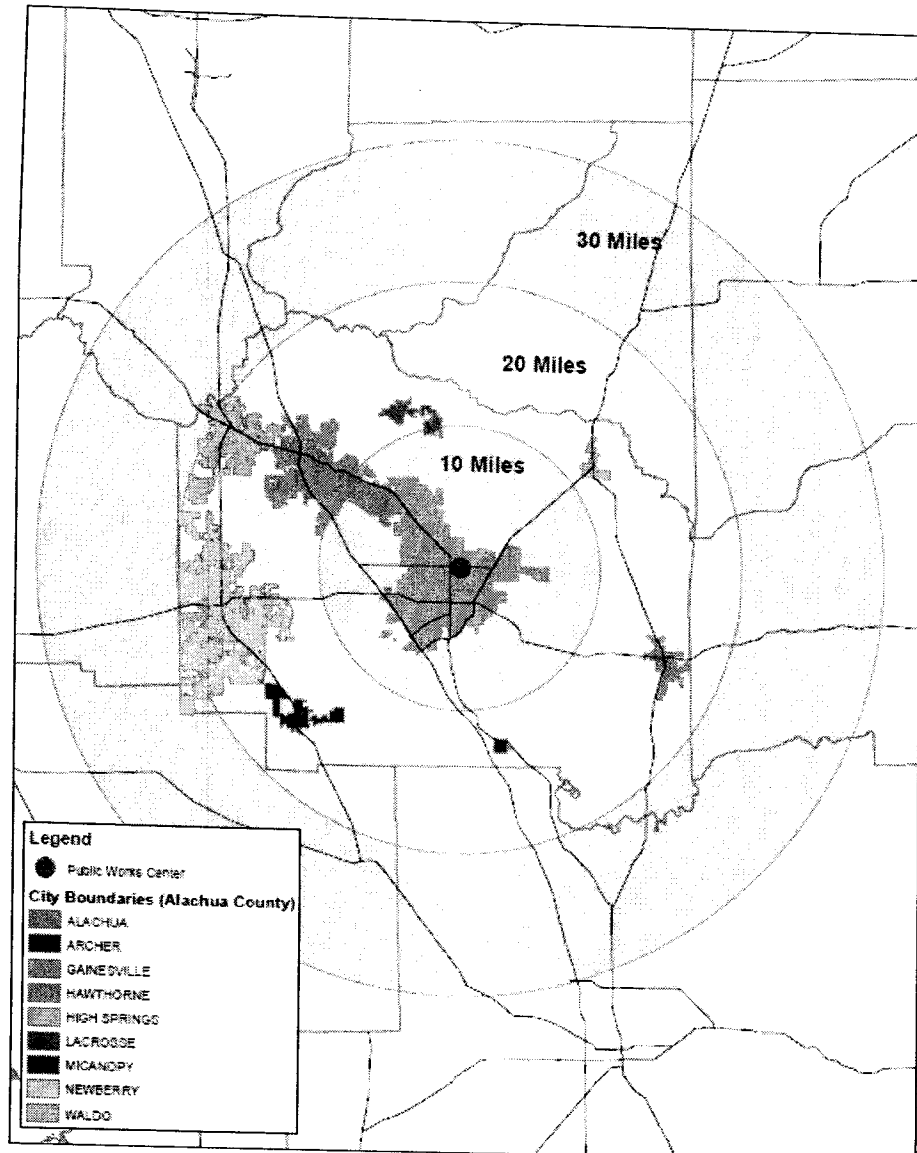
1. All cost will be evaluated on the following formula. (Refer to Zone Map, next page.)

Cost per item	Pickup Trip Charge (added to price for bid evaluation purposes)			Equals Evaluation Cost per item
	≥10 miles from Public Works	≥20 miles from Public Works	≥30 miles from Public Works	
\$ (bid cost)	\$20.95	\$41.90	\$62.85	\$ (award base)

Public Works Department Address – 405 NW 39<sup>th</sup> Avenue, Gainesville, FL 32609  
Due to the cost involved and the amount of productivity lost in travel time, the City will not travel more than 30 miles for pickup.

Gainesville Batch Plant Address: 924 South Main St.  
Gainesville, FL 32601

3.6 miles



**PLANT MIX CONCRETE:****PICK-UP PRICE:**

(by City-owned concrete truck)

**STANDARD****PEA ROCK**

2,500 psi

\$ 94.00\$ 97.00

3,000 psi

\$ 96.00\$ 99.00

3,500 psi

\$ 99.00\$ 102.00

4,000 psi

\$ 101.50\$ 104.50

5,000 psi

\$ 107.00\$ 110.002" Pump Mix **Add**

\$N/A

\$ 6.00 to Standard Psi  
Price**DELIVERY PRICE:**

(delivered to site by bidder)

2" Pump Mix **Add**

\$N/A

\$ 6.00 to Standard Psi  
Price

2,500 psi

\$ 100.00\$ 103.00

3,000 psi

\$ 102.00\$ 105.00

3,500 psi

\$ 105.00\$ 108.00

4,000 psi

\$ 107.50\$ 110.50

5,000 psi

\$ 114.00\$ 116.00**"FLOWABLE FILL" with sand, cement, fly ash and water: FDOT Standard****PICK-UP PRICE:**

(by City-owned concrete truck)

Excavatable

Non-Excavatable

50 psi

\$ 78.00 per cu/yd\$ 84.00 per cu/yd

100 psi

\$ 80.00 per cu/yd\$ 86.00 per cu/yd**ADDITIVES:**Fiber mesh or equal/C.Y. **1.5<sup>th</sup> C.Y.**\$ 7.50

Accelerator 1%

\$ 3.00

Retardant 1%

\$ 1.75

MINIMUM DELIVERY LOAD:

5.00 Cubic Yards

NON-OPERATIONAL HOURS FEE:

\$1,000 / \$2,500 Sunday

EXTRUDED CURB MIX

\$112.00 per Cubic Yard

PERMA CURB MIX

\$112.40 per Cubic Yard

DELIVERY TIME:

Delivery during normal hours of operation will be made 48 hours after receipt of request for delivery.

Delivery after normal hours of operation will be made 96 hours after receipt of request.

If the Contractor is unable to supply the concrete in the required time frame, the City reserves the right to purchase from an alternate vendor.

ITEMS BEING BID:

☒ All items as specified

☐ Equivalent item bid

If equivalent items are being bid, all such items must be listed below:

ITEM SPECIFIED

MFGR AND CATALOG NO. BID:

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

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

WARRANTY:

WARRANTY PROVIDED:

☒ YES ☐ NO

If yes, describe the warranty in the space provided or attach a copy of the warranty to the Bid Form:

meets required strength in 28 days. Testing must be done by  
Certified Lab. Compressive Strength Only. Not responsible for workmanship.

Delivered concrete shall be warranted for one (1) year

Proper Control Joints Required.

Note: THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

Note: THE CITY RESERVES THE RIGHT TO AWARD THIS BID ON THE BASIS OF EACH LINE INDIVIDUALLY, ANY COMBINATION OF LINE ITEMS OR ALL LINE ITEMS COMBINED AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NOT AWARD ANY LINE ITEM AS IT DETERMINES TO BE IN ITS BEST INTEREST. THE CITY RESERVES THE RIGHT TO NEGOTIATE PRICING FOR LIKE ITEMS OF DIFFERING SIZES NOT SPECIFICALLY COVERED IN THIS BID.

Note: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

**LOCAL PREFERENCE (check one)**

Local preference is requested ☒ yes ☐ no

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested

**QUALIFIED LOCAL SMALL BUSINESS STATUS (check one)**

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) ☐ YES ☐ NO

SIGNATURE ACKNOWLEDGES THAT: (check one)

☒ Bid is in full compliance with the Specifications.

☐ Bid is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

(CORPORATE SEAL)

ATTEST:

BIDDER:

ATTEST:

(CORPORATE SEAL)

BIDDER:

Dwight Stidham  
Signature  
By: Dwight Stidham  
Title: Sales

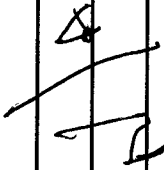


Matthew H. Carcobe  
Signature  
By: Matthew H. Carcobe  
Title: Territory Manager

## TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS


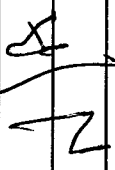

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. This form should be completed and submitted with the bid.

Please TYPE or PRINT legibly. Use additional sheets as necessary.

### SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
3. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

### MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
2. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
3. 				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: Argos USA, LLC

Form Completed By: Denwayne Stidham

Date: 8/21/2017

Title: Gainesville Sales Representative

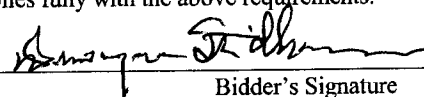
## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Argos USA, LLC does:  
(Name of Business)

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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

8/21/2017  
Date



## **DEBARRED AND SUSPENDED BIDDERS**

### **Breach of Contract**

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;  
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.

2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

- (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
  - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
  - (2) the basis of authority for each action;
  - (3) the extent of restrictions imposed; and,
  - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
  - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
  - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
  - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
    - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
    - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
  - (5) Debarment by any other governmental agency.
- (b) Conditions.
- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
  - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
  - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
  - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
  - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

#### 5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

#### 6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

#### 6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment of Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory, or if the bidder or its affiliates fail to immediately cooperate with

all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

## ARTICLE X. LOCAL PREFERENCE POLICY\*

\*Editor's note: Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

### Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

### Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

### Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

### Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or

- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

**Sec. 2-624. Application, enforcement.**

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

**CITY OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
BID INFORMATION**

BID #: PWDO-180018-GD

DUE DATE: August 23, 2017  
@ 3:00 p.m., local time

SEALED BID ON: Redimix Concrete Material – Annual Contract - REBID

IF YOU DO NOT BID

Please check the appropriate or explain:

- |             |    |  |
|-------------|----|--|
| _____       | 1. | Not enough bid response time.                  |
| _____       | 2. | Specifications not clear.                      |
| _____       | 3. | Do not submit bids to Municipalities.          |
| <u>2/1X</u> | 4. | Current work load does not permit time to bid. |
| _____       | 5. | Delay in payment from Governmental agencies.   |
| _____       | 6. | Do not handle this item.                       |
| _____       | 7. | Other: _____                                   |
|             |    | _____  |
|             |    | _____  |
|             |    | _____  |

Company: Argos USA, LLC

Address: 3015 Windward Plaza, Suite 3000, Alpharetta, GA. 30005

Are you a qualified local small business?                      yes \_\_\_\_\_                      no ✓



# CITY OF GAINESVILLE

Customer Copy

## BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE  
TREASURY DIVISION OF THE FINANCE DEPARTMENT

TAX YEAR BEGINS OCTOBER 1, 2015

AND ENDS SEPTEMBER 30, 2016

Please display in your  
place of business

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

**BUSINESS TAX NO.**

**41126**

**BUSINESS NAME AND MAILING ADDRESS**

ARGOS READY MIX, LLC

3015 WINDWARD PLAZA  
ALPHARETTA, GA 30005

**BUSINESS LOCATION**

924 S MAIN ST

**BUSINESS PHONE**

352-376-2182

**BUSINESS E-MAIL**

[mebutler@argos-us.com](mailto:mebutler@argos-us.com)



Thank you for paying your business taxes for the period October 1, 2015 – September 30, 2016.

CATEGORY	DESCRIPTION	TAX FEE
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
6245	MANUFACTURING NOT LISTED SEPARATELY	\$210.00
9925	PENALTY 25%	\$52.50
TOTAL ASSIGNED:		\$262.50
TOTAL PAID:		\$262.50
AMOUNT DUE:		\$0.00

APPROVED MB/FINANCE DIRECTOR



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ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

OR TO WEB SITE

<http://eservices.cityofgainesville.org>