

Solicitation 12119-383

Pipe, PVC and Ductile Iron, Pre-Qualified

Bid Designation: Public



City of Fort Lauderdale

Bid 12119-383

Pipe, PVC and Ductile Iron, Pre-Qualified

Bid Number 12119-383
 Bid Title Pipe, PVC and Ductile Iron, Pre-Qualified

Bid Start Date Feb 22, 2018 11:58:08 AM EST
 Bid End Date Mar 9, 2018 2:00:00 PM EST
 Question & Answer End Date Mar 2, 2018 5:00:00 PM EST

Bid Contact Stefan S Mohammed
 Procurement Specialist I
 Finance
 954-828-5351
 smohammed@fortlauderdale.gov

Contract Duration 1 year
 Contract Renewal 3 annual renewals
 Prices Good for Not Applicable

Bid Comments **The City of Fort Lauderdale is actively seeking solicitations from qualified vendors, hereinafter referred to as the Contractor, to become pre-qualified for providing PVC and Ductile Iron Pipe to the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Invitation to bid. The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the pre-qualified vendor. Refer to www.bidsync.com for further information.**

Contractors must meet all requirements at the time of bid submittal to be prequalified.

Item Response Form

Item 12119-383--01-01 - Water Pipe (DI-TJ-PE w/fast grip gasket)

Quantity 1 foot

Prices are not requested for this item.

Manufacturer offered

Minimum Order Quantity, if any

Delivery Location **City of Fort Lauderdale**
Public Works Administration Building
 949 NW 38th Street
 Ft. Lauderdale FL 33309
 Qty 1

Description

Items 1-15 listed in section 2.02 of technical specifications, diameters (4"-54")

Item **12119-383--01-02 - Water Pipe (DI-MJ-PE Class 3 PLA No Mechanical Accessories)**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**
Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 16-30 listed in section 2.02 of technical specifications, diameters (4"-54")

Item **12119-383--01-03 - Water Pipe (CJ/PE CJ-PE DR-18 class 150)**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**
Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 31-40 listed in section 2.02 technical specifications, Diameters 4'- 24"

Item **12119-383--01-04 - Water Pipe IPS 1120 Potable Sch 40**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**
Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 41-42 listed in section 2.02 of technical specifications

Item **12119-383--01-05 - Poly Tubing Pipe**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**

Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 43-47 in section 2.02 Technical Specifications

Item **12119-383--01-06 - Sewer Pipe (PVC CJ-PE Sewer SD26)**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**

Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 48-52 in section 2.02 of Technical Specifications, Diameter 4" - 12"

Item **12119-383--01-07 - Sewer Pipe with Protecto 401 Epoxy Lining, Pressure Class 350**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered

Minimum Order
Quantity, if any

Delivery Location **City of Fort Lauderdale**

Public Works Administration Building
949 NW 38th Street
Ft. Lauderdale FL 33309
Qty 1

Description

Items 53-67 listed in section 2.02 of Technical Specifications

Item **12119-383--01-08 - Storm Water Pipe (N-12R Dual Wall HDPE)**

Quantity **1 foot**

Prices are not requested for this item.

Manufacturer offered |

Minimum Order

Quantity, if any

Delivery Location

City of Fort Lauderdale

Public Works Administration Building

949 NW 38th Street

Ft. Lauderdale FL 33309

Qty 1

Description

Items 68-71 in section 2.02 of technical specifications

INVITATION TO BID NUMBER: 12119-383**TITLE: Pipe, PVC & Ductile Iron. Pre-Qualified****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE/ PRE-QUALIFICATION**

All Contractors/Vendors who are in the business of providing Pipe, PVC, and Ductile Iron, and meet the terms and conditions of this solicitation are eligible, at any time, to be pre-qualified for their ability to perform contracts in accordance with this solicitation. Contractors/Vendors who have been pre-qualified and no longer want to be solicited may request, in writing, that their company be removed from the qualified vendor list. Request shall be submitted to Stefan Mohammed, 100 N. Andrews Avenue, Room 619, Fort Lauderdale, Florida 33301. The City of Fort Lauderdale reserves the right at its sole and absolute discretion to add or delete Qualified Contractors at anytime.

All Contractors/Vendors interested in pre-qualifying must have been continuously engaged in providing products similar to those specified herein for a reasonable period of time and are presently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Stefan Mohammed at 954.828.5351 or email at smohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. ELIGIBILITY

Only responsive and responsible Contractors/Vendors, qualified to provide the goods and/or service specified herein shall be considered for inclusion to the pre-qualified list. The

Contractors/Vendors may be asked to provide sufficient evidence to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Contractors/Vendors should submit the following information with their Pre-Qualification response; however, if not included, it shall be the responsibility of the Contractors/Vendors to submit all evidence, as solicited, within a time frame specified by the City (normally within two working days of request). Failure of Contractors to provide the required information within the specified time frame is considered sufficient cause for rejection of their ITB Pre-Qualification.

NOTE: INFORMATION SUBMITTED WITH A PREVIOUS BID/QUALIFICATION SHALL NOT SATISFY THIS PROVISION.

- A. Contractors/Vendors, if not the manufacturer, must provide written evidence, from the manufacturer, which states that the bidder is an authorized dealer/distributor/reseller of the manufacturer(s) offered.

05. METHOD OF ORDERING (ANNUAL CONTRACT)

The City will notify all Pre-Qualified Contractor(s) of each order request on an "as needed basis" through BidSync. All terms and conditions of this solicitation are applicable. Determination of specifications for each order request will be made by the Procurement Services Department. The Procurement Services Department will notify ALL the "Pre-Qualified" Contractors to present a quote through Bidsync. Pricing shall include delivery FOB destination to the City of Fort Lauderdale Pipeyard, 949 NW 38th St., Ft. Lauderdale, FL 33309 and 3501 West Prospect Rd, Fort Lauderdale, FL 33309.

Awards will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. The City further reserves the right to award in total or by line item or by group. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening. The bid tabulation will be available at BidSync and may also be viewed at www.fortlauderdale.gov/purchasing/index.htm.

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. The City of Fort Lauderdale will return, at the expense of the successful bidder, items not delivered as specified.

At the option of The City of Fort Lauderdale, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

06. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

08. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

09. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

10. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

11. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

All manufacturers will be considered except for Clow, McWayne Pipe, Atlantic States, or any subsidiaries of these manufacturers. Quotes will be considered only from manufacturers or their authorized dealer/distributor/reseller. Authorized dealers/distributors/resellers must regularly maintain an adequate stock of materials normally required to meet the requirements of this bid.

12. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

13. INVOICES/PAYMENT

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

14. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with

this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

15. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for

a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

17. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

18. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01 GENERAL

The City of Fort Lauderdale uses various sizes of PVC and Ductile Iron pipe throughout its distribution and collection system. The following items may be required throughout the year and may include additional items not listed. PVC and Ductile Iron pipe may be of foreign or domestic manufacture. However, they must conform to the standards of AWWA – **reference Exhibit 1**. The City will **not** accept Ductile Iron manufactured by Clow, McWayne Pipe, Atlantic States, or any subsidiaries of these manufacturers. The City will be the sole judge of whether a product offered is suitable for the City's purposes.

2.02 DESCRIPTION AND ESTIMATED ANNUAL QUANTITIES

Water Pipe (DI-TJ-PE w/fast Grip gasket)					
ITEMS (1-15)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class	Nominal Thickness	Length (Per Feet)
4"	4" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	4"	350	0.25	4000
6"	6" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	6"	350	0.25	4000
8"	8" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	8"	350	0.25	4000
10"	10" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	10"	350	0.26	800
12"	12" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	12"	350	0.28	1600
14"	14" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	14"	350	0.31	220
16"	16" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	16"	350	0.34	220
18"	18" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	18"	350	0.36	60
20"	20" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	20"	350	0.38	60
24"	24" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	24"	350	0.43	60
30"	30" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	30"	350	0.49	60
36"	36" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	36"	350	0.56	60
42"	42" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	42"	350	0.63	60
48"	48" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	48"	350	0.70	40
54"	54" Pipe DI-TJ-PE w/Fast Grip Gasket - length in feet 20'	54"	350	0.79	40

Water Pipe (DI-MJ-PE Class 3 PLA No Mechanical Accessories)					
ITEMS (16-30)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class	Nominal Thickness	Length (Per Feet)
4"	4" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	4"	350	0.25	4000
6"	6" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	6"	350	0.25	4000
8"	8" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	8"	350	0.25	4000
10"	10" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	10"	350	0.26	800
12"	12" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	12"	350	0.28	1600
14"	14" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	14"	350	0.31	220
16"	16" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	16"	350	0.34	220
18"	18" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	18"	350	0.36	60
20"	20" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	20"	350	0.38	60
24"	24" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	24"	350	0.43	60
30"	30" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	30"	350	0.49	60
36"	36" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	36"	350	0.56	60
42"	42" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	42"	350	0.63	60
48"	48" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	48"	350	0.70	40
54"	54" Pipe DI-MJ-PE Class 3 PLA No Mechanical Accessories - length in feet 20'	54"	350	0.79	40

Water Pipe (CJ/PE CJ-PE DR-18 class 150)					
ITEMS (31- 40)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class		Length (Per Feet)
4"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	4"	150		1,000
6"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	6"	150		1,000
8"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	8"	150		1,000
10"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	10"	150		500
12"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	12"	150		500

14"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	14"	150		100
16"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	16"	150		100
18"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	18"	150		100
20"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	20"	150		60
24"	C-900 CJ/PE CJ-PE DR-18, class 150 length in feet 20'	24"	150		60

Water Pipe - IPS 1120 Potable Sch 40					
ITEMS (41-42)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class		Length (Per Feet)
2"	Pipe, 2"/50mm IPS 1120 Potable Sch 40 280 psi , PVC Sch. 40 BE/PE - bell end by plain end 2' X 20'	2"	280		10,000
2 1/2"	Pipe, 2 1/2"/65mm IPS PVC 1120 Potable Sch. 40 300 psi, PVC Sch. 40 BE/PE - bell end by plain end 2 1/2' x 20'	2 1/2"	300		3,000

Water Pipe - Poly Tubing Pipe					
ITEMS (43-47)	ITEM DESCRIPTION	Diameter (inches)			Length (Per Feet)
3/4"	Poly Tubing Pipe - Tubing, CTS (110) SDR - 9, 100 ft. rolls, black, Endot, Driscopipe, Flying -W	3/4"			1,600
1"	Poly Tubing Pipe - Tubing, CTS (110) SDR - 9, 100 ft. rolls, black, Endot, Driscopipe, Flying -W	1"			2,400
1 1/4"	Poly Tubing Pipe - Tubing, CTS (110) SDR - 9, 100 ft. rolls, black, Endot, Driscopipe, Flying -W	1 1/4"			200
1 1/2"	Poly Tubing Pipe - Tubing, CTS (110) SDR - 9, 100 ft. rolls, black, Endot, Driscopipe, Flying -W	1 1/2"			5,700
2"	Poly Tubing Pipe - Tubing, CTS (110) SDR - 9, 100 ft. rolls, black, Endot, Driscopipe, Flying -W	2"			1,700

Sewer Pipe (PVC CJ-PE Sewer SD26)					
ITEMS (48-52)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class		Length (Per Feet)
4"	Pipe, PVC CJ-PE Sewer SD26, 4" X 14'	4"	150		2000
6"	Pipe, PVC CJ-PE Sewer, SD26, 6" X 14'	6"	150		2000
8"	Pipe, PVC CJ-PE Sewer, SD26, 8" X 14'	8"	150		140

10"	Pipe, PVC CJ-PE Sewer, SD26, 10" X 14'	10"	150		60
12"	Pipe, PVC CJ-PE Sewer, SD26, 12" X 14'	12"	150		60

Sewer Pipe- (with Protecto 401 Epoxy Lining, Pressure Class 350)					
ITEMS (53-67)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class	Nominal Thickness	Length (Per Feet)
4" Ductile Iron - With Protecto 401 Epoxy Lining	4" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.25, length in feet 20'	4"	350	0.25	60
6" Ductile Iron - With Protecto 401 Epoxy Lining	6" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.25, length in feet 20'	6"	350	0.25	60
8" Ductile Iron - With Protecto 401 Epoxy Lining	8" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.25, length in feet 20'	8"	350	0.25	60
10" Ductile Iron - With Protecto 401 Epoxy Lining	10" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.26, length in feet 20'	10"	350	0.26	60
12" Ductile Iron - With Protecto 401 Epoxy Lining	12" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.28, length in feet 20'	12"	350	0.28	60
14" Ductile Iron - With Protecto 401 Epoxy Lining	14" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.31, length in feet 20'	14"	350	0.31	60
16" Ductile Iron - With Protecto 401 Epoxy Lining	16" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.34, length in feet 20'	16"	350	0.34	180
18" Ductile Iron - With Protecto 401 Epoxy Lining	18" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.36, length in feet 20'	18"	350	0.36	60
20" Ductile Iron - With Protecto 401 Epoxy Lining	20" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.38, length in feet 20'	20"	350	0.38	120
24" Ductile Iron - With Protecto 401 Epoxy Lining	24" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.43, length in feet 20'	24"	350	0.43	180
30" Ductile Iron - With Protecto 401 Epoxy Lining	30" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.49, length in feet 20'	30"	350	0.49	180
36" Ductile Iron - With Protecto 401 Epoxy Lining	36" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.56, length in feet 20'	36"	350	0.56	120
42" Ductile Iron - With Protecto 401 Epoxy Lining	42" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.63, length in feet 20'	42"	350	0.63	60

48" Ductile Iron - With Protecto 401 Epoxy Lining	48" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.70, length in feet 20'	48"	350	0.70	20
54" Ductile Iron - With Protecto 401 Epoxy Lining	54" Ductile Iron - With Protecto 401 Epoxy Lining, Pressure Class 350, Nominal Thickness 0.79, length in feet 20'	54"	350	0.79	20

Storm Water Pipe – N-12R Dual Wall- HDPE					
ITEMS (68-71)	ITEM DESCRIPTION	Diameter (inches)	Pressure Class		Length (Per Feet)
8"	N-12R Dual Wall-HDPE Pipe 8"x 20'	8"	10.8		20'
10"	N-12R Dual Wall-HDPE Pipe 10"x 20'	10"	10.8		20'
12"	N-12R Dual Wall-HDPE Pipe 12"x 20'	12"	10.8		20'
15"	N-12R Dual Wall-HDPE Pipe 15"x 20'	15"	10.8		20'

Exhibit 1**Ductile Iron Pipe and Fittings****Minimum Requirements:**

Shall meet or exceed ANSI/NSF 61, latest revision.

Shall meet or exceed AWWA/ANSI C151/A21.51, AWWA C150, AWWA/ANSI C111/A21.11, and AWWA/ANSI C110/A21.1, latest revisions.

Material shall be ductile iron and shall meet or exceed ASTM A536, latest revision.

Pressure classification for diameters 4" through 24" shall be 350, minimum.

Pressure classification for diameters larger than 24" shall be determined by the Engineer of Record.

Working pressure shall be 150 psi, minimum.

Mechanical or push-on joints shall be the rubber gasket compression type.

Sanitary sewer piping and fittings shall have an interior coating of Protecto 401, minimum 40 mils thick.

Buried pipe and fittings shall have an exterior bituminous coating.

Potable water main and fittings shall be cement lined and seal coated which shall meet or exceed AWWA/ANSI C104/A21.4, latest revision.

Potable water main shall have a readily visible blue stripe running longitudinally along the pipe which can be applied by the manufacturer or in the field.

Sanitary sewer piping shall have a readily visible green stripe running longitudinally along the pipe which can be applied by the manufacturer or in the field.

Note:

Pipe deflection shall not exceed 50% of the manufacturer's specified maximum amount.

All push-on fittings and joint restraints manufactured by the pipe manufacturer are approved for use on their respective pipes.

PVC Pressure Pipe & Fittings for Gravity Sewer**Minimum Requirements:**

Shall meet or exceed ANSI/NSF 61, latest revision.

Shall meet or exceed the latest revision of AWWA C900 or C905 or C909.

C900 and C905 pipe shall be DR 18.

C909 shall be pressure class 150.

Shall be new and not subjected to ultraviolet degradation.

Working pressure shall be 150 psi, minimum.

Note:

Shall be used for gravity sewer installed at depths greater than 12 feet.

All fittings and joint restraints manufactured by the pipe manufacturer are approved for use on their respective pipes.

PVC Non-Pressure Pipe (6" – 15")**Minimum Requirements:**

Shall be SDR 26.

Shall be new and not subjected to ultraviolet degradation.

Pipe material shall be made of compounds meeting or exceeding ASTM D1784, latest revision, and meet the material requirements of ASTM D3034, latest revision.

Joints shall be bell and spigot push-on rubber type gaskets meeting or exceeding the requirements of ASTM D3212, latest revision.

Gaskets shall meet the requirements of ASTM F477, latest revision.

No solvent weld or threaded joints will be permitted.

Note:

Shall not be used at depths greater than 12'.

QUESTIONNAIRE

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.
Failure to answer each question could result in the disqualification of your bid.**

Company Name: _____
 Contact Name: _____
 Contact Phone: _____
 Contact Email: _____

1. Provide complete information of three references for which you have performed the services listed in this Bid.

Entity name: _____
 Address: _____
 Contact Name: _____
 Telephone Number: _____
 Public Works Project: _____
 Date of Project: _____
 Email _____
 Value of Project _____

Entity name: _____
 Address: _____
 Contact Name: _____
 Telephone Number: _____
 Public Works Project: _____
 Date of Project: _____
 Email _____
 Value of Project _____

Entity name: _____
 Address: _____
 Contact Name: _____
 Telephone Number: _____
 Public Works Project: _____
 Date of Project: _____
 Email _____
 Value of Project _____

2. Number of years experience you have had in providing as described on this ITB services.

3. Have you ever failed to complete work awarded to you? If so, where and why?
 Yes _____ No _____

5. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes _____	No _____
Auto Liability	Yes _____	No _____
Worker's Comp	Yes _____	No _____

4. Provide information on manufacturers that you will be supplying the pipe and parts from such as name and years in business. Manufacturer's certification that the product was manufactured, tested, and supplied in accordance with this specification shall be furnished to the City upon request.
5. All The ductile iron pipe and fittings are designed and manufactured in accordance with published standards of the American National Standards Institute (ANSI), the American Water Works Association (AWWA) and the American Society of Testing and Materials (ASTM) based on the following standards

Reference Exhibit 1

Do you adhere to these standards? Yes_____ No _____

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2017), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2017), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2017), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2017), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most

advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the

responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for

storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances

rules and regulations that would apply to this contract.

5.15 NON-DISCRIMINATION: There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20 LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21 LOCATION OF UNDERGROUND FACILITIES: If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (9 5 4 -828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

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In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

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The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

Question and Answers for Bid #12119-383 - Pipe, PVC and Ductile Iron, Pre-Qualified

Overall Bid Questions

Question 1

Does McWane DI Pipe accepted for this bid? (Submitted: Feb 27, 2018 12:13:03 PM EST)

Answer

- No, in the past they did not meet the specifications required. (Answered: Mar 5, 2018 3:12:51 PM EST)