

**AGREEMENT FOR
WATER METER BOXES CO-OP (ANNUAL CONTRACT)**

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **and Fortiline, Inc., a South Carolina corporation authorized to transact business in the state of Florida** (“Contractor,” “Company” or collectively, “Parties”), whose address and phone number **7025 Northwinds Drive, NW, Concord, North Carolina 28027, Phone: 704-788-9859, Email: Jordan.mccall@fortiline.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12583-322, Water Meter Boxes Co-op (Annual Contract), including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated September 20, 2021 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2021, and any attachments
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall provide the materials as requested by the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall provide the materials identified in this line item Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **November 16, 2021 and shall end on November 15, 2022. The City reserves the right to extend the Agreement 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 the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's materials related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to provide all items as listed in the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the materials for which the invoices are submitted have been supplied. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective materials that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to provide the materials or failure to supply the materials in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any materials supplied pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) day notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the materials have been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required to supply the materials. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof.

H. Standard of Care

Contractor represents that it is qualified to supply the materials.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7)

days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor that are related to this Agreement. Contractor shall keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor shall make same available at no cost to City in written form.

Contractor shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor records, Contractor shall comply with all requirements thereof; however, Contractor shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect the materials.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation

placed upon City's liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, pandemic, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. 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 (2021), 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 (2021), 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 (2021), 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 (2021), 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 (2021), as may be amended or revised.

BB. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2021), 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 the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, 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.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The City or the Contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the Agreement with the person or entity.
2. An Agreement terminated pursuant to Sections 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement pursuant to Section 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

FORTILINE, INC.

Signature

By: _____
Mike Swedick, President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Mike Swedick** as **President** for **Fortiline, Inc., a South Carolina corporation authorized to transact business in the state of Florida.**

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12583-322

Water Meter Boxes Co-Op (Annual Contract)

Bid Designation: Public



City of Fort Lauderdale

Bid 12583-322

Water Meter Boxes Co-Op (Annual Contract)

Bid Number **12583-322**
 Bid Title **Water Meter Boxes Co-Op (Annual Contract)**

Bid Start Date **Sep 9, 2021 4:24:27 PM EDT**
 Bid End Date **Sep 21, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Sep 16, 2021 5:00:00 PM EDT**

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

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group(Co-Op) is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Water Meter Boxes to the Fort Lauderdale Public Works Department and various Co-Op agencies in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).**

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 awarded vendor. Refer to www.BidSync.com for further information.

All bids should be submitted electronically through www.BidSync.com.

Item Response Form

Item **12583-322--01-01 - Group II (2) - Concrete meter boxes**
 Quantity **1 per field**
 Percentage
 Manufacturer
 Minimum Delivery Requirement
 Price List
 Identification

Percentage Discount
 you are bidding

Additional Cost for
 Specific Logo

Manufacturer's
 Standard Warranty

Return Policy

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Concrete meter boxes, including steel covers. See attached technical specifications. Bidder will quote a firm, fixed percentage discount from an established manufacturer price list for the types of items described therein.

Item **12583-322--01-02 - Group III (3) - Polyethylene meter boxes**

Quantity **1 per field**

Percentage

Manufacturer

Minimum Delivery
 Requirement

Price List

Identification

Percentage Discount
 you are bidding

Additional Cost for
 Specific Logo

Manufacturer's
 Standard Warranty

Return Policy

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Polyethylene meter boxes, including covers and components. See attached technical specifications. Bidder will quote a firm, fixed percentage discount from an established manufacturer price list for the types of items described therein.

Item **12583-322--01-03 - Group IV (4) Polymer Concrete Meter Boxes**

Quantity **1 per field**

Percentage

Manufacturer

Minimum Delivery
 Requirement

Price List

Identification

| | |
|--|---|
| Percentage Discount you are bidding | <input type="text"/> |
| Additional Cost for Specific Logo | <input type="text"/> |
| Manufacturer's Standard Warranty | <input type="text"/> |
| Return Policy | <input type="text"/> |
| Delivery Location | <div>City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1</div> |

Description
Polymer Concrete Meter Boxes, including covers and components. See attached technical specifications. Bidder will quote a firm, fixed percentage discount from an established manufacturer price list for the types of items described therein.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

City of Fort Lauderdale
Water meter Boxes and Parts (Co-Op)
ITB # 12583-322

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Water Meter Boxes and Parts for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB). This is a cooperative ITB issued by the City of Fort Lauderdale on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced below.

1.2 Point of Contact

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 ITB schedule. 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). Bidders 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 Bidder 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. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. 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 Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale. Delivery will be FOB, destination, freight included to the participating agencies listed below, as well as any co-op member agencies that wish to participate at a later date.

One copy of the applicable price list covering those groups you are bidding should be submitted with you bid, however must be submitted within five business days from request of the City. Failure to provide applicable price list(s) may result in the rejection of your bid. Successful bidder(s) will provide additional copies to participating agencies without charge when requested.

The percentage discount shall remain firm for the initial term of the contract and any extension terms. Failure to provide the percentage discount as requested in this ITB may deem your bid nonresponsive.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been

awarded.

2.7 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, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

And

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 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/home/showdocument?id=6036>.

2.19 Local Business Preference – N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

2.21.1 Any 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 follow the protest procedure as found in the city's procurement ordinance 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/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City, prior to

any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.

- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's

insurance company or companies and the City's Risk Management office as soon as practical.

- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments – N/A

2.29 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also 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.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.32.1** The non-performing party gives the other party prompt written notice describing the

particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

2.34 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.

2.35 Approved Equal or Alternative Product Bids

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

2.36 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 City as authorized by the awarding authority. The extension period shall not extend for more than 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.

2.37 Cost Adjustments

Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

| | |
|----------------|--|
| Excellent | Far exceeds requirements. |
| Good | Exceeds requirements |
| Fair | Just meets requirements. |
| Poor | Does not meet all requirements and contractor is subject to penalty provisions under the contract. |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel – N/A

2.42 Ownership of Work – N/A

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 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.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB 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 ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, 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 Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder 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 Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records 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.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.01 GENERAL INFORMATION/INTENT

The City of Fort Lauderdale and the participating members of the Southeast Florida Governmental Cooperative Purchasing Group use water meter boxes and component parts in various configurations. There are primarily four groups of items covered in this ITB and they are described below.

This bid is to provide an annual contract for items listed below listed in Groups II, III and IV only.

3.02. Group I (1)– Concrete/polymer & fiber reinforced, including covers and components-N/A

3.03. Group II (2)– Concrete, including steel covers

A. All meter boxes, covers, and component parts shall be manufactured and/or assembled in the United States.

B. All boxes and covers shall meet the requirements for H-20 and/or H-20-S616 (or latest revision) per A.A.S.H.T.O. standard specifications for highway bridges.

C. All forms used in placing concrete are to be of sufficient design and bracing to maintain alignment under pressure during pouring and vibrating of concrete.

D. All aggregates, fine and coarse, must conform to the requirements of ASTM C-33 (or latest revision). The aggregates are to be free of all deleterious substances that would cause reactivity with oxidized hydrogen sulfide.

E. Meter boxes and component parts are to be manufactured with Portland cement that conforms to ASTM C-150, Type II. The cement content must be adequate to produce a minimum strength of 5,000 psi or other specified strengths as might be needed.

F. All reinforcing steel, including welded wire fabric, is to be of the size and in the location as specified. All reinforcing is to be sufficiently tied to withstand displacement during the pouring operation. All bars are to be intermediate or hard grade billet steel conforming to ASTM A615 Grade 60 (or latest revision).

G. Estimated annual usage of participating co-op members is \$5,500.

3.04. Group III (3) – Polyethylene, including covers and components

A. The meter box shall be made from 100% homogenous polyethylene material. Exterior wall shall be of smooth finish, and have ultraviolet degradation protection properties for above ground storage. Interior wall shall be smooth finish. Wall thickness shall be a minimum of 0.550 inches with wall core interior area of rigid foam construction offering insulation and tensile strength. Vertical crush to exceed 20,000 pounds and sidewall loading to exceed 180 pounds per square inch. A flange shall encircle the top area for installation in concrete. Meter boxes are to be made available as straight wall type.

- B. Meter box lids shall be cast of ductile iron conforming to ASTM A-536-84, grade 60-40-18. The meter box lid shall meet or exceed Federal specification RR-F-621D for a minimum proof load of 25,000 pounds on a 9" x 9" area. An independent third party laboratory shall verify this testing.
- C. **All meter boxes, covers, and component parts shall be manufactured and/or assembled in the United States.** Where space permits, raised lettering on the cover shall identify the manufacturer, foundry, county of origin, and city logo.
- D. Submittal information with each shipment shall include certification from the foundry and third party laboratory that the above requirements have been met.
- E. All covers shall be designed to fit and interchange with standard boxes of similar sizes.
- F. All covers shall be solid or fitted with meter reader lids, hinged with brass or stainless steel pivot pins.
- G. All meter box lids shall offer a 10-year limited warranty.
- H. Estimated annual usage of participating co-op members is \$643,000.

3.05.1 Group IV (4) Polymer Concrete, including covers and components

- A. Polymer concrete box and cover assemblies shall be manufactured of polymer concrete material consisting of calcareous and siliceous stone, glass fibers and thermoset polyester resin. Boxes shall be manufactured to the following dimensions: 12"x20"x12" deep, 13"x24"x12" deep, & 17"x30" x12" deep. Covers shall be manufactured to the following dimensions: 12"x20"x 13/4" deep, 13"x24"x2" deep, & 17"x30" x2" deep.
- B. Material used to produce meter boxes and covers shall be resistant to chemicals commonly found in the soil or in the operating environment, and shall be tested in accordance with ASTM D-543. The polymer concrete (RPC) material shall be resistant to sunlight and any climatic conditioned shall be tested in accordance with ASTM D-756, procedure "E".
- C. Polymer concrete box and cover assembly shall withstand a vertical test load of 20,800 lbs (H-20) (16,000 lb plus 30% impact factor) load over 10"x20"x1" thick steel plate centered on the cover area and backed with 10"x20"x1/2" rubber plate. The test loading shall not cause any failure to the box or cover
- D. All covers shall be solid or fitted with meter reader lids, hinged with brass or stainless steel pivot pins.
- E. **All meter boxes, covers, and component parts shall be manufactured and/or assembled in the United States.** Where space permits, raised lettering on the cover shall identify the manufacturer, foundry, county of origin, and city logo.
- F. Estimated annual usage of participating co-op members is \$20,000.

3.05.2 Group IV (4) Special- Polymer Concrete, including covers- N/A**3.06. Delivery**

Material shall be delivered to the designated locations as specified below. Contractor shall make arrangements with the respective participating agencies regarding the acceptable hours for deliveries. All shipments are to be FOB to the ordering agency's location. Only personnel designated by the respective participating agencies may place orders with the Contractor. The Contractor shall not unload material at any delivery location prior to inspection and acceptance by a designated representative of the ordering agency. Delivery requirements, delivery locations and dates will be finalized with the Contractor by each individual participating agency. Contractor shall await release by the authorized contact person at each for agency for all shipments.

3.07. Participating Agencies

| <u>Agency</u> | <u>Contact</u> |
|--|--|
| A. City of Fort Lauderdale | Hector Pulgarin, 954-828-7877 E-Mail: HPulgarin@fortlauderdale.gov |
| Delivery Address: 949 NW 38 th Street, Ft. Lauderdale, FL 33309 | |
| Annual Usage: | \$2,000 (Group II) \$500,000 (Group III) |
| B. City of Tamarac | Michael Christopher, 954-597-3750 E-Mail: Michael.Christopher@tamarac.org |
| Delivery Address: 10101 State St, Tamarac, FL 33321 | |
| Annual Usage: \$30,000 (Group III) | |
| C. City of Oakland Park | Chris Lips, 954-630-4441 E-Mail: Chrisl@oaklandparkfl.gov |
| Delivery Address: 5100 NE 12 Terrace Oakland Park FL 33334 | |
| Annual Usage: | \$2,800 (Group II) |
| D. City of Margate | Michael Bush E-Mail: Mbush@margatefl.com |
| Delivery Address: 980 NW 66 Ave, Margate, FL, 33063 | |
| Annual Usage: \$50,000 to \$100,000 (Group III) | |
| E. City of Plantation | Charles Spencer; 954-452-2544 E-Mail: Espencer@plantation.org |
| Delivery Address: 700 NW 91 st Avenue, Plantation, FL 33324 | |
| Annual Usage: n/a | |

- F. City of Hallandale Beach Steve Wold, 954-457-1629
E-Mail: Swold@cohb.org
Delivery Address: 630 NW 2nd St, Hallandale Beach, FL 33009
Annual Usage: \$15,000 (Group IV)
- G. City of Coral Springs Jesse Ellis, 954-345-2148
E-Mail: Jrellis@coralsprings.org
Delivery Address: 4181 NW 121 Avenue, Coral Springs, FL 33065
Special Delivery instructions: 7:30 AM – 3:30 PM, Monday thru Friday
Annual Usage: \$700 (Group II)
\$10,500 (Group III)
- H. Town of Davie Ronald Bolton, 954-327-3769
E-Mail: Rbolton@davie-fl.gov
Delivery Address: 3500 NW 76 Ave, Davie, FL 33024
Annual Usage:
\$2,500 (Group III)
\$5,000 (Group IV)
- I. City of Sunrise Steven Baez, 954-888-6098
E-Mail: Sbaez@sunrisefl.gov
Delivery Address: 14150 NW 8th Street, Sunrise, FL 33325
Annual Usage: n/a

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions 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

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 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.

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- 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

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.

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4.02 INSURANCE: 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

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: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **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.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

| | | |
|----------------------|----------------------|---------------------------------|
| Company Name: | <input type="text"/> | |
| <input type="text"/> | | |
| Address: | <input type="text"/> | |
| Contact Name: | <input type="text"/> | Telephone: <input type="text"/> |
| | | |
| Company Name: | <input type="text"/> | |
| <input type="text"/> | | |
| Address: | <input type="text"/> | |
| Contact Name: | <input type="text"/> | Telephone: <input type="text"/> |
| | | |
| Company Name: | <input type="text"/> | |
| <input type="text"/> | | |
| Address: | <input type="text"/> | |
| Contact Name: | <input type="text"/> | Telephone: <input type="text"/> |

2. Number of years experience the proposer has had in providing similar services:

Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

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

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.

Authorized Signature

Title

Name (Printed)

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) EIN (Optional):

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**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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"/> |

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. **You must also click the "Take Exception" button.**

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

Revised 4/28/2020

Question and Answers for Bid #12583-322 - Water Meter Boxes Co-Op (Annual Contract)**Overall Bid Questions****Question 1**

Is it possible for an option to adjust LIST Prices every 3 months instead of annually? That would help us be in a more competitive position throughout the term of the Contract in todays current unstable market condition.

(Submitted: Sep 14, 2021 8:57:26 AM EDT)

Answer

- Price fixed for one year. (Answered: Sep 16, 2021 10:15:28 AM EDT)

Question 2

Will the City consider a cost plus option based off of most current list pricing? (Submitted: Sep 16, 2021 9:46:54 AM EDT)

Answer

- Please indicate if your pricing is markup or discount off manufacturers list price so we can clearly award accordingly. (Answered: Sep 16, 2021 10:15:28 AM EDT)

Question 3

Do we submit our net pricing at time of bid for you to mark the % up that we provide from that pricing?

Do we submit our net/list price at time of bid? (Submitted: Sep 16, 2021 2:42:55 PM EDT)

Answer

- yes (Answered: Sep 20, 2021 8:37:21 AM EDT)

Fortiline, Inc.

Bid Contact **Julie Cline**
jordan.mccall@fortiline.com
Ph 704-788-9813
Fax 813-626-7773

Address **7025 Northwinds Drive, NW**
Concord, NC 28027

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |
|-----------------|--|--|-----------------------------|---------------|---------------|------------|
| 12583-322-01-01 | Group II (2) - Concrete meter boxes | Supplier Product Code: Manufacturer: Old Castle Minimum Delivery Requirement: Pallet Quantity Price List Identification: Refer to price sheet attached Percentage Discount you are bidding: Refer to price sheet attached Additional Cost for Specific Logo: Indicated on price sheet if available Manufacturer's Standard Warranty: 1 year Return Policy: Negotiable | First Offer - 18.00% | 1 / per field | 18.00% | Y Y |
| 12583-322-01-02 | Group III (3) - Polyethylene meter boxes | Supplier Product Code: Manufacturer: Sigma Raven Minimum Delivery Requirement: Pallet Quantity Price List Identification: Refer to price sheet attached Percentage Discount you are bidding: Refer to price sheet attached Additional Cost for Specific Logo: Indicated on price sheet if available Manufacturer's Standard Warranty: 1 year Return Policy: Negotiable | First Offer - 32.00% | 1 / per field | 32.00% | Y Y |
| | | Supplier Product Code: Manufacturer: Old Castle Minimum Delivery Requirement: Pallet Quantity Price List Identification: Refer to price sheet attached Percentage Discount you are bidding: Refer to price | Alt 1 - 18.00% | 1 / per field | 18.00% | Y Y |

sheet attached
Additional Cost for Specific
Logo: Indicated on price
 sheet if available
Manufacturer's Standard
Warranty: 1 year
Return Policy: Negotiable

| | | | | | | | |
|------------------|---|---|-----------------------------|---------------|---------------|----------|----------|
| 12583-322--01-03 | Group IV (4) Polymer Concrete Meter Boxes | Supplier Product Code: Manufacturer: CDR Minimum Delivery Requirement: Pallet Quantity Price List Identification: Refer to price sheet attached Percentage Discount you are bidding: Refer to price sheet attached Additional Cost for Specific Logo: Indicated on price sheet if available Manufacturer's Standard Warranty: 1 year Return Policy: Negotiable | First Offer - 58.50% | 1 / per field | 58.50% | Y | Y |
| | | Supplier Product Code: Manufacturer: Glasmasters Minimum Delivery Requirement: Pallet Quantity Price List Identification: Refer to price sheet attached Percentage Discount you are bidding: Refer to excel sheet attached Additional Cost for Specific Logo: Indicated on price sheet if available Manufacturer's Standard Warranty: 1 year Return Policy: Negotiable | Alt 1 - 40.00% | 1 / per field | 40.00% | Y | Y |

Supplier Total **\$0.00**

Fortiline, Inc.Item: **Group II (2) - Concrete meter boxes****Attachments**

Old Castle Carson list price sheet.pdf

LoA.pdf



**Broward County Municipal Participation
Water Meter Co-Op Annual Contract
Ft Lauderdale Solicitation 12583-322**

**Group 2 -Concrete, including Ductile Iron/Steel Covers
Oldcastle/Christy
Concrete**

| | Box SKU Number | Cover SKU Number | Co-Op Box List Price | Co-Op Cover List Price |
|--|-------------------|---------------------|-------------------------|---------------------------|
| Box and Cover (Solid Cover- No Reader Lid Available) | | | | |
| 11" X 18" (Box Depth 12") | 1000061 | 3000329 | \$39.37 | \$127.33 |
| 13" X 24" (Box Depth 12") | 1000129 | 3000433 | \$49.90 | \$187.37 |
| 14" X 16" (Dual Box Depth 1 | 1000103 | 3000429 | \$36.10 | \$113.21 |
| 17" X 30" (Box Depth 12") | 1000154 | 2003180 | \$66.94 | \$356.71 |

| | |
|-----------------------------------|-----------|
| Add for Touch-Read Hole | No Charge |
| Add for Bolt-Down | \$3.00 |
| Add for Logo or Special Lettering | No Charge |

Group 3- Polyethylene Body & DI Cover (Priced Separately)

CARSON® BCF

HEAVY WALL™

<https://oldcastleenclosures.com/brand/bcf-heavywall/>

EBAA IRON, Inc.

<https://ebaa.com/products/meter>

| | Box SKU Number | Cover SKU Number | Co-Op Box List Price | Co-Op Cover List Price |
|-----------------|-------------------|---------------------|-------------------------|---------------------------|
| 10" X 15" X 12" | 10152500 | MC1015-1R | \$102.60 | \$112.60 |
| 11" X 18" X 12" | 11182500 | MC1118-2R | \$110.10 | \$116.06 |
| 15" X 17" X 12" | 14162530 | MC1416-3R | \$119.43 | \$152.77 |
| 13" X 24" X 12" | 13242500 | MC1324-4R | \$133.61 | \$193.01 |
| 17" X 30" X 12" | 17302500 | MC1730-5R | \$203.80 | \$229.84 |

| | |
|---|--------|
| Cover with Reader Lid | |
| Add for Touch-Read Hole | \$5.00 |
| Bolt-Down not available | |
| Call for Logo or Lettering 1-800-433-1716 | |

**SECRETARY'S CERTIFICATE
OF FORTILINE, INC.**

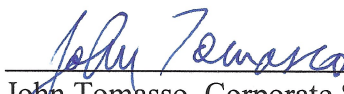
September 21, 2021

I, John Tomasso, the duly elected Corporate Secretary of the entity identified above ("Company"), DO HEREBY CERTIFY and AUTHORIZE:

1. Jordan McCall of Fortiline, Inc., d/b/a Fortiline Waterworks, located at 822 Mary's Park Place, Winter Garden, Florida, as authorized Agent and Signatory for Fortiline, Inc. on the City of Fort Lauderdale, Florida, Water Meter Boxes Co-Op (Annual Contract), Solicitation 12583-322, for uploading the electronic bid only.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Secretary's Certificate as of the date first written above.

BY:



John Tomasso, Corporate Secretary of
Fortiline, Inc. as of the date set forth above

Fortiline, Inc.Item: **Group III (3) - Polyethylene meter boxes****Attachments**

Raven Meter Box Price List 6.15.21.xlsx

SIGMA'S RAVEN HDPE PRODUCTS PRICE

EFFECTIVE 6/15/2021

| SIGMA PART NUMBER | DISCRIPTION |
|---|--|
| RECTANGULAR FLARED AND STRAIGHT WALL BOXES AND LIDS | |
| RMB101512-FL-W | 10x15x12 RECT. HDPE FLARED BOX - B/W |
| RMB101518-FL-W | 10x15x18 RECT. HDPE FLARED BOX - B/W |
| RMB101524-FL-B | 10x15x24 RECT. HDPE FLARED BOX - BLACK |
| RMB101524-FL-W | 10x15x24 RECT. HDPE FLARED BOX - B/W |
| RMB101512-SW-W | 10X15X12 HDPE MTR BOX - WHITE INTERIOR |
| RMB101512NSW-W | 10X15X12 HDPE MTR BOX - WHITE INTERIOR NON STACKING |
| RMB101512NSWM-G | 10X15X12 BOX - WHITE INT, GRAY EXT NON STACKING W/ MH |
| RMB101512NSWM-W | 10X15X12 BOX, WHITE INT, BLACK EXT, NON STACKING W/ MH |
| RMB101512NSWX-G | 10X15X12 BOX, WHITE INT, GRAY EXT NON STACKING |
| RMB101512NSWX-W | 10X15X12 BOX. WHITE INT, BLACK EXT, NON STACKING |
| RMB91612NSW-W-G | 9x16x12 MTR BOX WHITE INT GREY EXT NON-STACKING |
| RMB91612NSWM-B | 9x16x12 MTR BOX W/MOUSE HOLES - BLACK NON-STACKING |
| RMB91612NSWM-G | 9X16X12 MTR BOX W/ MOUSEHOLES - GRAY NON STACKING |
| RMB91612NSWM-W | 9X16X12 MTR BOC W/ MOUSEHOLES -WHITE INT NON STACKING |
| RMB111812NSW-G | 11x18x12 HDPE MTR BOX W/MOUSE HOLES - GREY NON-STACKING |
| RMB111812NSW-W | 11x18x12 HDPE MTR BOX W/MOUSE HOLES - B/W NON-STACKING |
| RMB111812-SW-B | 11x18x12 HDPE MTR BOX - BLACK |
| RMB111812-SW-GW | 11x18x12 HDPE MTR BOX - GREY/WHITE |
| RMB111812-SWM-B | 11x18x12 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB111812-SWM-W | 11x18x12 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB111812-SW-W | 11x18x12 HDPE MTR BOX - B/W |
| RMB111818-SW-B | 11x18x18 HDPE MTR BOX - BLACK |
| RMB111818-SWM-B | 11x18x18 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB111818-SWM-W | 11x18x18 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB111818-SW-W | 11x18x18 HDPE MTR BOX - B/W |
| RMB132412NSW-G | 13x24x12 MTR BOX - GREY EXT NON-STACKING |
| RMB132412NSW-W | 13X24X12 MTR BOX - WHITE INT BLK EXT NON-STACKING |
| RMB132412NSW-B | 13X24X12 MTR BOX - BLK INT, EXT NON STACKING |
| RMB132412-SW-B | 13x24x12 HDPE MTR BOX - BLACK |
| RMB132412-SW-GW | 13x24x12 HDPE MTR BOX - GREY/WHITE |
| RMB132412-SWM-B | 13x24x12 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB132412-SWM-W | 13x24x12 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB132412-SW-W | 13x24x12 HDPE MTR BOX - B/W |
| RMB132418-SW-B | 13x24x18 HDPE MTR BOX - BLACK |
| RMB132418-SWM-B | 13x24x18 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB132418SWM-G | 13X24X18 HDPE MTR BOX W/MOUSEHOLES- GRAY EXT, WHITE |
| RMB132418-SWM-W | 13x24x18 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB132418-SW-W | 13x24x18 HDPE MTR BOX - B/W |
| RMB132418-SW-GW | 13X24X18 HDPE MTR BOX GRAY EXT, WHITE INT |
| RMB132418-SW-P | 13X24X18 HDPE MTR BOX - PURPLE |
| RMB141612-SW-W | 14x16x12 HDPE MTR BOX - B/W |

| | |
|-----------------|--|
| RMB141612NSW-W | 14X16X12 HDPE MTR BOX B/W NON STACKING |
| RMB141618-SW-W | 14x16x18 HDPE MTR BOX - B/W |
| RMB152712NSW-G | 15x27x12 HDPE MTR BOX - GREY NON-STACKING |
| RMB152712NSW-W | 15X27X12 MTR BOX BLACK EXT, WHITE INT NON STACKING |
| RMB152712-SW-B | 15x27x12 HDPE MTR BOX - BLACK |
| RMB152712-SWM-B | 15x27x12 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB152712-SWM-W | 15x27x12 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB152712-SW-W | 15x27x12 HDPE MTR BOX - B/W |
| RMB152718-SW-B | 15x27x18 HDPE MTR BOX - BLACK |
| RMB152718-SWM-B | 15x27x18 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB152718-SWM-W | 15x27x18 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB152718-SW-W | 15x27x18 HDPE MTR BOX - B/W |
| RMB152718-SW-P | 15X27X18 HDPE MTR BOX - PURPLE EXT, WHITE INT |
| RMB171814NSW-W | 17X18X14 HDPE METER BOX- B/W |
| RMB173012NSW-G | 17x30x12 HDPE MTR BOX - GREY NON-STACKING |
| RMB173012NSWM-G | 17x30x12 HDPE MTR BOX W/MOUSE HOLES - GREY NON-STACKING |
| RMB173012-SW-B | 17x30x12 HDPE MTR BOX - BLACK |
| RMB173012-SWM-B | 17x30x12 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB173012-SWM-W | 17x30x12 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB173012-SW-W | 17x30x12 HDPE MTR BOX - B/W |
| RMB173012NSW-W | 17X30X12 HDPE MTR BOX - WHITE INT, BLACK EXT NON STACKING |
| RMB173012NSWM-W | 17X30X12 MTR BOX, W INT, BLK EXT W/MOUSEHOLES NON STACKING |
| RMB173018-FL-W | 17X30X18 HDPE MTR BOX - FLARED BLACK |
| RMB173018-SW-B | 17x30x18 HDPE MTR BOX - BLACK |
| RMB173018-SWM-B | 17x30x18 HDPE MTR BOX W/MOUSE HOLES - BLACK |
| RMB173018-SWM-W | 17x30x18 HDPE MTR BOX W/MOUSE HOLES - B/W |
| RMB173018SWM-G | 17X30X18 HDPE MTR BOX - GRAY EXT, WHITE INT |
| RMB173018-SW-W | 17x30x18 HDPE MTR BOX - B/W |

RECTANGULAR BOX LIDS

| | |
|---------------|--|
| RMB1015-L | 10x15 HDPE LID SOLID BLACK |
| RMB1015-L-R | 10x15 HDPE LID W/READER BLACK |
| RMB1118-L | 11x18 HDPE LID SOLID BLACK |
| RMB1118-L-R | 11x18 HDPE LID W/READER BLACK |
| RMB1118-L-RT | 11x18 HDPE LID W/READER & TR HOLE BLACK |
| RMB1324-L | 13x24 HDPE LID SOLID BLACK |
| RMB1324-L-G | 13X24 HDPE LID SOLID GRAY |
| RMB1324-L-R | 13x24 HDPE LID W/READER -BLACK |
| RMB1324-L-R-G | 13X24 HDPE LID W/READER - GRAY |
| RMB1324-L-R-P | 13X24 HDPE LID W/ READER - PURPLE |
| RMB1324-L-RT | 13x24 HDPE LID W/RDR+TR HOLE BLACK |
| RMB1416-L | 14X16 HDPE LID SOLID BLACK |
| RMB1416-L-R | 14x16 HDPE LID W/READER BLACK |
| RMB1527-L | 15x27 HDPE LID SOLID BLACK |
| RMB1527-L-R | 15x27 HDPE LID W/ READER BLACK |
| RMB1527-L-R-P | 15X27 HDPE LID W/ READER - PURPLE |
| RMB1527-L-RT | 15X27 HDPE LID W/ READER + TR HOLE BLACK |

| | |
|---------------|--|
| RMB1730-L | 17x30 HDPE LID SOLID BLACK |
| RMB1730-L-R | 17x30 HDPE LID W/ READER BLACK |
| RMB1730-L-G | 17X30 HDPE LID SOLID GRAY |
| RMB1730-L-R-G | 17X30 HDPE LID W/ READER GRAY |
| RMB1730-L-R-P | 17x30 HDPE LID W/READER - PURPLE |
| RMB1730-L-RT | 17x30 HDPE LID W/READER +TR HOLE BLACK |

DUCTILE IRON RECTANGULAR TRAFFIC LIDS

| | |
|------------|---|
| LC1015-D | 10X15 DI H20 SOLID Lid Only - WATER |
| LC1015R-D | 11x18 DI H20 Lid Only W/RDR - WATER |
| LC1118-D | 11x18 DI H20 SOLID Lid Only - WATER |
| LC1118S-D | 11x18 DI H20 SOLID Lid Only - SEWER |
| LC1118R-D | 11x18 DI H20 Lid Only w/ RDR - WATER |
| LC1118T-D | 11x18 DI H20 Lid Only w/ RDR+TR - WATER |
| LC1324-D | 13x24 DI H20 SOLID Lid Only - WATER |
| LC1324S-D | 13x24 DI H20 SOLID Lid Only - SEWER |
| LC1324R-D | 13x24 DI H20 Lid Only w/ RDR - WATER |
| LC1324T-D | 13x24 DI H20 Lid Only w/ RDR+TR - WATER |
| LC1416-D | 14X16 DI H20 SOLID Lid Only - WATER |
| LC1416RK-D | 14X16 DI H20 SOLID Lid Only - WATER |
| LC1527-D | 15x27 DI H20 SOLID Lid Only - WATER |
| LC1527S-D | 15x27 DI H20 SOLID Lid Only - SEWER |
| LC1527R-D | 15x27 DI H20 Lid Only w/ RDR - WATER |
| LC1527T-D | 15x27 DI H20 Lid Only w/ RDR+TR - WATER |
| LC1730-D | 17x30 DI H20 SOLID Lid Only - WATER |
| LC1730S-D | 17x30 DI H20 SOLID Lid Only - SEWER |
| LC1730R-D | 17x30 DI H20 Lid Only w/ RDR - WATER |
| LC1730T-D | 17x30 DI H20 Lid w/ RDR+TR - WATER |
| LC1730T2-D | 17x30 DI H20 Lid w/ RDR+2 TR - WATER |

RECTANGULAR BOX EXTENSIONS

| | |
|-----------------|--|
| RMB1118-EXT12 | 11X18X12 RECTANGULAR BOX EXTENSION |
| RMB1324-EXT6-W | 13X24X6 RECTANGULAR BOX EXTENSION - B/W |
| RMB1324-EXT12-W | 13X24X12 RECTANGULAR BOX EXTENSION - B/W |
| RMB1527-EXT6-W | 15X27X6 RECTANGULAR BOX EXTENSION - B/W |
| RMB1527-EXT12-W | 15X27X12 RECTANGULAR BOX EXTENSION - B/W |
| RMB-1730-EXT6-W | 17X30X6 RECTANGULAR BOX EXTENSION - B/W |
| RMB1730-EXT12-W | 17X30X12 RECTANGULAR BOX EXTENSION - B/W |
| RMB-2020-CP-E12 | 20x20x12 FULL BARREL EXTENSION |
| RMB-2020-DC-E12 | RAVEN METER BOX 20x20x12 DOUBL |

RECTANGULAR H20 RATED PE LIDS

| | |
|----------------|------------------------------------|
| N1015BLKWAT | 10X15 LID SOLID BLACK-WATER |
| N1015BLKWAT-R | 10X15 LID BLACK W/RDR - WATER |
| N1015GRYWAT | 10X15 LID SOLID GRAY - WATER |
| N1015BLUWAT | 10X15 LID SOLID BLUE - WATER |
| N1118BLKWAT | 11X18 LID SOLID BLACK - WATER |
| N1118BLKWAT-R | 11X18 LID BLACK W/RDR - WATER |
| N1118BLKWAT-RT | 11X18 LID BLACK W/RDR & TR - WATER |

| | |
|-----------------|---|
| N1118GRYWAT | 11X18 LID SOLID GRAY - WATER |
| N1118BLUWAT | 11X18 LID SOLID BLUE - WATER |
| N1118GRNSEW | 11X18 LID SOLID GREEN - SEWER |
| N1324BLKWAT | 13X24 LID SOLID BLACK - WATER |
| N1324BLKWAT-R | 13X24 LID BLACK W/RDR - WATER |
| N1324BLKWAT-RT | 13X24 LID BLACK W/RDR & TR - WATER |
| N1324GRYWAT | 13X24 LID SOLID GRAY - WATER |
| N1324GRNSEW | 13X24 LID SOLID GREEN - SEWER |
| N1416BLKWAT | 14X16 LID SOLID BLACK - WATER |
| N1416BLKWAT-R | 14X16 LID BLACK W/RDR - WATER |
| N1527BLKWAT | 15X27 LID SOLID BLACK - WATER |
| N1527BLKWAT-R | 15X27 LID SOLID BLACK - W/RDR - WATER |
| N1527BLKWAT-RT | 15X27 LID BLACK W/RDR - W/RDR & TR - WATER |
| N1527GRYWAT | 15X27 LID SOLID GRAY - WATER |
| N1527GRNSEW | 15X27 LID SOLID GREEN - SEWER |
| N1730BLKWAT | 17X30 LID SOLID BLACK - WATER |
| N1730BLKWAT-R | 17X30 LID SOLID BLACK - W/RDR - WATER |
| N1730BLKWAT-RT | 17X30 LID BLACK W/RDR - W/RDR & TR - WATER |
| N1730BLKWAT-R2T | 17X30 LID BLACK W/RDR - W/RDR & 2 TR - WATER |
| N1730GRNSWR | 17X30 LID SOLID GREEN - SEWER |
| | NOTE: SAME PRICE FOR CUSTOM RECESS AND AMR TAP |
| | CONTACT SIGMA FOR CUSTOM LOGOED LIDS |
| | |

OIL WATER SEPERATORS

| | |
|---------------|---|
| RMO415-CB | 4"-15" OUTLET - USED IN CATCH BASINS - LOW PROFILE |
| | WITH THREADED PLUGS |
| RMO415-MH | 4"-15" OUTLET - USED IN 48" MANHOLES LOW PROFILE |
| | WTH THREADED PLUGS |
| RMO415 | 4"-15" OUTLET - NO THREADED PLUG |
| RMO1220-48 | 12"-21" OUTLET USED IN 48" MANHOLES |
| RMO418-30 | 4"-18" OUTLET FOR 30" MANHOLES |
| RMO1833-MH-TP | 18"-33" OUTLET PIPE FOR 48" MANHOLES WITH THREADED PLUG |
| RMO2048-MH-TP | 30"-48" OUTLET - WITH THREADED PLUG |

NG

| WEIGHT | LIST |
|--------|-----------|
| 9.00 | \$ 86.67 |
| 13.00 | \$ 105.47 |
| 25.00 | \$ 145.60 |
| 25.00 | \$ 149.80 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 96.13 |
| 9.00 | \$ 70.00 |
| 9.00 | \$ 70.00 |
| 9.00 | \$ 70.00 |
| 9.00 | \$ 70.00 |
| 10.00 | \$ 84.00 |
| 10.00 | \$ 84.00 |
| 18.00 | \$ 84.00 |
| 10.00 | \$ 84.00 |
| 14.00 | \$ 84.00 |
| 10.50 | \$ 84.00 |
| 10.50 | \$ 84.00 |
| 13.00 | \$ 94.73 |
| 13.00 | \$ 94.73 |
| 13.00 | \$ 94.73 |
| 14.50 | \$ 94.73 |
| 20.00 | \$ 100.80 |
| 20.00 | \$ 100.80 |
| 20.00 | \$ 100.80 |
| 22.00 | \$ 100.80 |
| 22.00 | \$ 100.80 |
| 18.50 | \$ 100.80 |
| 18.50 | \$ 100.80 |
| 22.00 | \$ 100.80 |
| 24.00 | \$ 121.80 |
| 14.00 | \$ 121.80 |
| | \$ 121.80 |
| 14.00 | \$ 121.80 |
| 16.00 | \$ 121.80 |
| 16.00 | \$ 121.80 |
| 16.00 | \$ 121.80 |
| 8.00 | \$ 84.00 |

| | |
|-------|-----------|
| 8.00 | \$ 84.00 |
| 10.00 | \$ 88.67 |
| 20.00 | \$ 107.33 |
| 20.00 | \$ 107.33 |
| 25.50 | \$ 107.33 |
| 23.50 | \$ 107.33 |
| 24.00 | \$ 107.33 |
| 27.50 | \$ 107.33 |
| 19.00 | \$ 125.07 |
| 19.00 | \$ 125.07 |
| 21.00 | \$ 125.07 |
| 19.50 | \$ 125.07 |
| 19.50 | \$ 125.07 |
| 18.00 | \$ 113.33 |
| 23.00 | \$ 144.67 |
| 17.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| 29.00 | \$ 144.67 |
| | \$ 233.33 |
| 31.00 | \$ 177.33 |
| 31.00 | \$ 177.33 |
| 31.00 | \$ 177.33 |
| 31.00 | \$ 177.33 |
| 31.00 | \$ 177.33 |

| | |
|------|----------|
| 3.00 | \$ 59.73 |
| 3.00 | \$ 59.73 |
| 3.50 | \$ 67.20 |
| 3.50 | \$ 90.53 |
| 3.50 | \$ 90.53 |
| 7.00 | \$ 86.80 |
| 7.00 | \$ 86.80 |
| 5.50 | \$ 90.53 |
| 5.50 | \$ 90.53 |
| 5.50 | \$ 90.53 |
| 5.50 | \$ 90.53 |
| 6.00 | \$ 56.00 |
| 6.00 | \$ 56.00 |
| 7.50 | \$ 97.07 |
| 7.50 | \$ 98.00 |
| 7.50 | \$ 98.00 |
| 7.50 | \$ 98.00 |

| | |
|-------|-----------|
| 11.00 | \$ 133.47 |
| 10.00 | \$ 137.20 |
| 11.00 | \$ 137.20 |
| 11.00 | \$ 137.20 |
| 10.00 | \$ 137.20 |
| 10.00 | \$ 137.20 |

| | |
|-------|-----------|
| 15.00 | \$ 58.33 |
| 15.00 | \$ 58.33 |
| 25.00 | \$ 88.67 |
| 25.00 | \$ 88.67 |
| 25.00 | \$ 88.67 |
| 25.00 | \$ 88.67 |
| 35.00 | \$ 112.00 |
| 35.00 | \$ 112.00 |
| 35.00 | \$ 112.00 |
| 35.00 | \$ 112.00 |
| 25.00 | \$ 91.67 |
| 25.00 | \$ 91.67 |
| 48.00 | \$ 130.67 |
| 48.00 | \$ 130.67 |
| 48.00 | \$ 130.67 |
| 48.00 | \$ 130.67 |
| 60.00 | \$ 191.33 |
| 60.00 | \$ 191.33 |
| 60.00 | \$ 191.33 |
| 60.00 | \$ 191.33 |
| 60.00 | \$ 191.33 |

| | |
|-------|-----------|
| 13.00 | \$ 84.00 |
| 31.00 | \$ 100.80 |
| 15.00 | \$ 100.80 |
| 12.00 | \$ 113.33 |
| 16.00 | \$ 107.33 |
| 10.00 | \$ 144.67 |
| 26.00 | \$ 144.67 |
| 18.00 | \$ 86.67 |
| 18.00 | \$ 76.67 |

| | |
|------|-----------|
| 6.8 | \$ 62.50 |
| 8.0 | \$ 107.50 |
| 6.8 | \$ 69.75 |
| 6.8 | \$ 67.00 |
| 8.7 | \$ 85.50 |
| 10.0 | \$ 130.50 |
| 10.0 | \$ 130.50 |

| | |
|------|-----------|
| 8.7 | \$ 92.75 |
| 8.7 | \$ 90.00 |
| 8.7 | \$ 90.50 |
| 17.8 | \$ 140.00 |
| 18.0 | \$ 185.00 |
| 18.0 | \$ 185.00 |
| 17.8 | \$ 147.25 |
| 17.8 | \$ 145.00 |
| 12.0 | \$ 115.75 |
| 12.0 | \$ 160.75 |
| 20.3 | \$ 197.25 |
| 25.0 | \$ 242.25 |
| 25.0 | \$ 242.25 |
| 20.3 | \$ 249.50 |
| 20.3 | \$ 199.75 |
| 32.5 | \$ 228.00 |
| 32.5 | \$ 273.00 |
| 32.5 | \$ 273.00 |
| 32.5 | \$ 273.00 |
| 32.5 | \$ 233.00 |
| | |
| | |
| | |

| | |
|----|-------------|
| | |
| 15 | \$ 280.00 |
| | |
| 15 | \$ 280.00 |
| 15 | \$ 233.33 |
| | \$ 583.33 |
| | \$ 728.00 |
| | \$ 728.00 |
| | \$ 1,008.00 |



Quality – Service – Commitment – Delivered.

**SIGMA'S RAVEN HDPE PRODUCTS PRICING
EFFECTIVE 6/4/2021**

| Item Number | Item Description | List Price |
|----------------|-----------------------------------|------------|
| | STANDARD TAPERED METER PIT | |
| RMP1518-W | 15x18 ROUND METER PIT WHITE | \$ 80.00 |
| RMP1524-W | 15x24 ROUND METER PIT WHITE | \$ 90.00 |
| RMP1818-W | 18x18 ROUND METER PIT WHITE | \$ 95.00 |
| RMP1824-W | 18x24 ROUND METER PIT WHITE | \$ 97.00 |
| RMP1830-W | 18x30 ROUND METER PIT WHITE | \$ 113.00 |
| RMP1836-W | 18x36 ROUND METER PIT WHITE | \$ 120.00 |
| RMP1848-W | 18x48 ROUND METER PIT WHITE | \$ 175.00 |
| RMP2020-W | 20x20 ROUND METER PIT WHITE | \$ 101.00 |
| RMP2024-W | 20x24 ROUND METER PIT WHITE | \$ 106.00 |
| RMP2030-W | 20x30 ROUND METER PIT WHITE | \$ 118.00 |
| RMP2036-W | 20x36 ROUND METER PIT WHITE | \$ 125.00 |
| RMP2048-W | 20x48 ROUND METER PIT WHITE | \$ 160.00 |
| RMP2424-W | 24x24 ROUND METER PIT WHITE | \$ 131.00 |
| RMP2430-W | 24x30 ROUND METER PIT WHITE | \$ 154.00 |
| RMP2436-W | 24x36 ROUND METER PIT WHITE | \$ 176.00 |
| RMP2448-W | 24x48 ROUND METER PIT WHITE | \$ 233.00 |
| RMP2455-W | 24x55 ROUND METER PIT WHITE | \$ 265.00 |
| RMP3030-W | 30x30 ROUND METER PIT WHITE | \$ 318.00 |
| RMP3036-W | 30x36 ROUND METER PIT WHITE | \$ 348.00 |
| RMP3036-P | 30x36 RND HDPE METER PIT - PRP | \$ 370.00 |
| RMP3051-W | 30x51 ROUND METER PIT WHITE | \$ 451.00 |
| RMP3636-W | 36x36 ROUND METER PIT WHITE | \$ 385.00 |
| RMP3642-W | 36x42 ROUND METER PIT WHITE | \$ 406.00 |
| RMP3648-W | 36x48 ROUND METER PIT WHITE | \$ 615.00 |
| RMP16-EXT12-B | 16 X 12 ROUND METER PIT EXTENS | \$ 62.00 |
| RMP18-EXT1-W | 18x1 ROUND METER PIT EXTENSION | \$ 55.00 |
| RMP18-EXT2-W | 18x2 ROUND METER PIT EXTENSION | \$ 55.00 |
| RMP18-EXT3-W | 18x3 ROUND METER PIT EXTENSION | \$ 55.00 |
| RMP18-EXT4-W | 18x4 ROUND METER PIT EXTENSION | \$ 57.00 |
| RMP18-EXT6-W | 18x6 ROUND METER PIT EXTENSION | \$ 57.00 |
| RMP18-EXT12-W | 18x12 ROUND METER PIT EXTENSIO | \$ 78.00 |
| RMP18-GEXT15-W | 18" EXT W/15 DEGREE GRADE | \$ 78.00 |
| RMP18-GEXT22-W | 18" EXT W/22 DEGREE GRADE | \$ 78.00 |
| RMP18-GEXT-W | 18x12 ROUND METER PIT GRADE EX | \$ 85.00 |
| RMP20-EXT1-W | 20x1 ROUND METER PIT EXTENSION | \$ 55.00 |
| RMP20-EXT2-W | 20x2 ROUND METER PIT EXTENSION | \$ 55.00 |
| RMP20-EXT3-W | 20x3 ROUND METER PIT EXTENSION | \$ 62.00 |

| | | | |
|-----------------|-------------------------------------|-----------|--|
| RMP20-EXT4-W | 20x4 ROUND METER PIT EXTENSION | \$ 62.00 | |
| RMP20-EXT6-W | 20x6 ROUND METER PIT EXTENSION | \$ 62.00 | |
| RMP20-EXT12-W | 20x12 ROUND METER PIT EXTENSION | \$ 97.00 | |
| RMP20-GEXT07-W | 20" ROUND METER PIT EXT 7 DEGREE | \$ 99.00 | |
| RMP20-GEXT15-W | 20" ROUND METER PIT EXT 15 DEGREE | \$ 99.00 | |
| RMP20-GEXT22-W | 20" ROUND METER PIT EXT 22 DEGREE | \$ 99.00 | |
| RMP24-EXT3-W | 24x3 ROUND METER PIT EXTENSION | \$ 73.23 | |
| RMP24-EXT6-W | 24x6 ROUND METER PIT EXTENSION | \$ 85.65 | |
| RMP24-EXT12-W | 24x12 ROUND METER PIT EXTENSIO | \$ 89.30 | |
| RMP2412-EXT12-W | RAVEN METER BOX EXTENSION 24x1 | \$ 108.00 | |
| RMP24-FB-EX12-W | 20x24x12 FULL BARREL METER PIT | \$ 185.00 | |
| RMP30-EXT3-W | 30x3 ROUND METER PIT EXTENSION | \$ 93.00 | |
| RMP30-EXT6-W | 30x6 ROUND METER PIT EXTENSION | \$ 101.00 | |
| RMP30-EXT12-W | 30x12 ROUND METER PIT EXTENSION | \$ 130.00 | |
| RMP36-EXT3-W | 36x3 ROUND METER PIT EXTENSION | \$ 102.00 | |
| RMP36-EXT6-W | 36x6 ROUND METER PIT EXTENSION | \$ 112.00 | |
| RMP36-EXT12-W | 36x12 ROUND METER PIT EXTENSION | \$ 144.00 | |
| | FULL BARREL METER PITS | | |
| RMP172448-FB-W | RAVEN METER PIT 17x24x48 FULL | \$ 219.60 | |
| RMP182224-FB-W | RAVEN METER PIT 18x22x24 FULL | \$ 116.00 | |
| RMP182224SFB-W | 18x22x24 FULL BARREL W/NO MOUS | \$ 116.00 | |
| RMP182230-FB-W | RAVEN METER PIT 18x22x30 FULL | \$ 130.00 | |
| RMP182236-FB-W | RAVEN METER PIT 18x22x36 FULL | \$ 136.00 | |
| RMP202424-FB-W | RAVEN METER PIT 20x24x24 FULL | \$ 136.00 | |
| RMP202430-FB-W | RAVEN METER PIT 20x24x30 FULL | \$ 185.00 | |
| RMP202436-FB-W | RAVEN METER PIT 20x24x36 FULL | \$ 200.00 | |
| RMP202436-FB-B | RAVEN METER PIT 20x24x36 FULL - BLK | \$ 200.00 | |
| RMP202442-FB-W | RAVEN METER PIT 20x24x42 FULL | \$ 238.38 | |
| RMP202448-FB-DW | RAVEN PIT 20x24x48 FULL DNVR - 2 PC | \$ 385.00 | |
| RMP202448-FB-W | RAVEN METER PIT 20x24x48 FULL | \$ 273.65 | |
| RMP212448-FB-W | ROUND METER PIT 21x24x48 FULL | \$ 250.00 | |
| RMP243048-FB-W | RAVEN METER BOX ROUND FULL BAR | \$ 285.00 | |
| RMP243336-FB-W | RAVEN METER PIT 24x33x36 FULL | \$ 265.00 | |
| RMP243342-FB-W | RAVEN METER PIT 24x33x42 FULL | \$ 275.00 | |
| RMP243348-FB-W | RAVEN METER PIT 24x33x48 FULL | \$ 300.00 | |
| | STRAIGHT WALL METER PITS | | |
| RMP1518-SW-W | 15x18 ROUND METER PIT STRAIGHT | \$ 90.23 | |
| RMP1830NSW-W | 18x30 ROUND METER PIT STRAIGHT | \$ 110.00 | |
| RMP1830-SW-W | 18x30 ROUND METER STRAIGHT WA | \$ 110.00 | |
| RMP2030-SW-W | 20x30 ROUND METER PIT STRAIGHT | \$ 122.00 | |
| RMP2030-SW-WW | 20x30 ROUND STRAIGHT WALL METE | \$ 136.00 | |
| RMP2036-SW-WW | 20x36 ROUND STRAIGHT WALL METE | \$ 158.00 | |
| RMP2048-SW-WW | 20x48 ROUND HDPE METER PIT STR | \$ 210.00 | |
| RMP3636-SW-W | 36x36 ROUND METER PIT STRAIGHT | \$ 385.00 | |
| RMP3636-SW-WW | 36x36 ROUND HDPE METER PIT STR | \$ 410.00 | |
| RMP20-EXT3-SWW | 20" EXT 3" HEIGHT METER PIT W/ | \$ 75.00 | |
| RMP20-EXT6-SWW | 20" EXT 6" HEIGHT METER PIT W/ | \$ 90.00 | |

| | REVERSE TAPER METER PIT | | |
|-----------------|--------------------------------|-----------|--|
| RMP162436-RTP-W | 16x24x36 METER PIT ROUND TAPER | \$ 130.00 | |
| RMP162442-RTP-W | 16x24x42 METER PIT ROUND TAPE | \$ 160.00 | |
| RMP162448-RTP-W | 16x24x 48 METER PIT ROUND TAPE | \$ 173.00 | |
| RMP202636-RTP-W | 20x26x36 METER PIT ROUND TAPE | \$ 214.00 | |
| | SPECIALTY ITEMS | | |
| RMP1818-DWU-W | DALLAS WATER ULILITY 18" ROUND | \$ 92.00 | |
| RMP1818-DWU-WW | DALLAS WATER UTILITY 18" ROUND | \$ 98.00 | |
| RMP1836-LB-W | 18x36 PIT BLACK EXT WHITE INT | \$ 112.00 | |
| RMP2036-LBE-W | 20x36 PIT BLACK EXT WHITE INT | \$ 127.30 | |
| RMP2036-LB-W | 20x36 PIT BLACK EXT WHITE INT | \$ 127.30 | |
| RMP2436-LB-W | 24x36 PIT BLACK EXT WHITE INT | \$ 159.63 | |
| RMP212436-TPR-P | 21x24x36 METER PIT ROUND TAPER | \$ 235.00 | |
| RMP16-L | RAVEN METER LID POLY 16" ROUND | \$ 140.00 | |
| RMP20-L | RAVEN METER LID POLY 20" ROUN | \$ 144.00 | |
| RMP-38-OVL-W | OVAL METER PIT 38" (FORMER RAV | \$ 140.30 | |
| RMS4848-L | 48 x 48 RAVEN METER BOX PLAST | \$ 59.20 | |

Fortiline, Inc.Item: **Group III (3) - Polyethylene meter boxes****Attachments**

Old Castle Carson list price sheet.pdf



**Broward County Municipal Participation
Water Meter Co-Op Annual Contract
Ft Lauderdale Solicitation 12583-322**

**Group 2 -Concrete, including Ductile Iron/Steel Covers
Oldcastle/Christy
Concrete**

| | Box SKU Number | Cover SKU Number | Co-Op Box List Price | Co-Op Cover List Price |
|--|-------------------|---------------------|-------------------------|---------------------------|
| Box and Cover (Solid Cover- No Reader Lid Available) | | | | |
| 11" X 18" (Box Depth 12") | 1000061 | 3000329 | \$39.37 | \$127.33 |
| 13" X 24" (Box Depth 12") | 1000129 | 3000433 | \$49.90 | \$187.37 |
| 14" X 16" (Dual Box Depth 1 | 1000103 | 3000429 | \$36.10 | \$113.21 |
| 17" X 30" (Box Depth 12") | 1000154 | 2003180 | \$66.94 | \$356.71 |

| | |
|-----------------------------------|-----------|
| Add for Touch-Read Hole | No Charge |
| Add for Bolt-Down | \$3.00 |
| Add for Logo or Special Lettering | No Charge |

Group 3- Polyethylene Body & DI Cover (Priced Separately)

CARSON® BCF

HEAVY WALL™

<https://oldcastleenclosures.com/brand/bcf-heavywall/>

EBAA IRON, Inc.

<https://ebaa.com/products/meter>

| | Box SKU Number | Cover SKU Number | Co-Op Box List Price | Co-Op Cover List Price |
|-----------------|-------------------|---------------------|-------------------------|---------------------------|
| 10" X 15" X 12" | 10152500 | MC1015-1R | \$102.60 | \$112.60 |
| 11" X 18" X 12" | 11182500 | MC1118-2R | \$110.10 | \$116.06 |
| 15" X 17" X 12" | 14162530 | MC1416-3R | \$119.43 | \$152.77 |
| 13" X 24" X 12" | 13242500 | MC1324-4R | \$133.61 | \$193.01 |
| 17" X 30" X 12" | 17302500 | MC1730-5R | \$203.80 | \$229.84 |

| | |
|---|--------|
| Cover with Reader Lid | |
| Add for Touch-Read Hole | \$5.00 |
| Bolt-Down not available | |
| Call for Logo or Lettering 1-800-433-1716 | |

Fortiline, Inc.Item: **Group IV (4) Polymer Concrete Meter Boxes****Attachments**

CDR list price sheet.pdf

Mike Thompson Sales, Inc.

6707 Pemberton Estates Court

Seffner, FL. 33584

Office: (813)681-8346

FAX: (813)654-7122

DATED 9-20-2021

CDR LIST PRICE SHEET

JEFF BROUILLETTE |

FORTILINE WATERWORKS

o: 772-408-1960 c: 561-284-4476 f: 772-408-1963

| CDR MODEL # | DESCRIPTION | LIST PRICE |
|-------------|------------------------|-------------|
| C00-1015-02 | SOLID OR TR HOLE | \$72.00 EA |
| C00-1118-02 | SOLID OR TR HOLE | \$74.00 EA |
| C00-1517-02 | SOLID OR TR HOLE | \$120.00 EA |
| C00-1324-02 | SOLID OR TR HOLE | \$132.00 EA |
| C00-1730-02 | SOLID OR TR HOLE | \$206.00 EA |
| C00-1132-02 | SOLID OR TR HOLE | \$168.00 EA |
| C00-2436-03 | SOLID OR TR HOLE | \$685.00 EA |
| C00-3048-03 | SOLID OR TR HOLE | \$820.00 EA |
| C00-3636-03 | SOLID OR TR HOLE | \$699.00 EA |
| C00-1015-02 | COVER W/ 4 X6 CIR | \$88.00 EA |
| C00-1118-02 | COVER W/ 4 X6 CIR | \$99.00 EA |
| C00-1517-02 | COVER W/ 4 X6 CIR | \$134.00 EA |
| C00-1324-02 | COVER W/ 4 X6 CIR | \$140.00 EA |
| C00-1730-02 | COVER W/ 4 X6 CIR | \$236.00 EA |
| C00-1132-02 | COVER W/ 4 X6 CIR | \$168.00 EA |
| C00-2436-03 | COVER W/ 6 X 9 CIR | \$678.00 EA |
| C00-3048-03 | COVER W/6 X 9 CIR | \$810.00 EA |
| C00-3636-03 | COVER W/6 X 9 CIR | \$690.00 EA |
| B00-1015-12 | FLARED BOX | \$140.00 EA |
| B03-1015-12 | STRAIGHT WALL BOX | \$136.00 EA |
| B00-1118-12 | FLARED BOX | \$145.50 EA |
| B03-1118-12 | STARIGHT WALL BOX | \$142.50 EA |
| B00-1517-12 | FLARED BOX | \$174.00 EA |
| B03-1517-12 | STRAIGHT WALL BOX | \$172.00 EA |
| B00-1324-12 | FLARED BOX | \$216.00 EA |
| B03-1324-12 | STRAIGHT WALL BOX | \$212.00 EA |
| B00-1730-12 | FLARED BOX | \$289.00 EA |
| B03-1730-12 | STARIGHT WALL BOX | \$286.00 EA |
| B00-1730-18 | FLARED OR STRAIGHT 18" | \$398.00 EA |
| B00-1132-12 | FLARED BOX | \$245.00 EA |
| B03-1132-12 | STARIGHT WALL BOX | \$234.00 EA |
| B00-2436-18 | FLARED BOX | \$832.00 EA |
| B03-2436-18 | STRAIGHT WALL BOX | \$832.00 EA |
| B00-3048-18 | FLARED BOX | \$946.00 EA |
| B03-3048-18 | STRAIGHT WALL BOX | \$946.00 EA |
| B00-3636-18 | FLARED BOX | \$844.00 EA |
| B03-3636-18 | STRAIGHT WALL BOX | \$844.00 EA |

• Manufacturer's Representative of Quality Water & Sewer Products •

Mike Thompson Sales, Inc.

6707 Pemberton Estates Court

Seffner, FL. 33584

Office: (813)681-8346

FAX: (813)654-7122

QUAZITE POLYMER MATERIAL

| | | |
|------------------|--------------------------------|---------------|
| PG1015WA0R50-429 | cover for concrete box tr hole | \$98.00 EA |
| PG1015BA12 | POLYMER BOX | \$128.00 EA |
| PG1118WA0R50 | COVER WITH TR HOLE | \$99.00 EA |
| PG1118BA12 | POLYMER BOX | \$134.00 EA |
| PG1730WA0R50 | COVER WITH TR HOLE | \$254.00 EA |
| PG1730BA12 | POLYMER BOX | \$348.00 EACH |
| PG2436WA0R50 | COVER WITH TR HOLE | \$780.00 EACH |
| PG2436BA18 | POLYMER BOX | \$922.00 EACH |

SOLID COVER AND TR HOLE COVER SAME LIST PRICE

All boxes and covers available with bolt down option add \$4 to box and \$4 to cover net price.

Colors available add 20% to list price then use your multiplier

Mike Thompson
Cdr Systems, /HUBBELL Inc. representative

• **Manufacturer's Representative of Quality Water & Sewer Products** •

Fortiline, Inc.Item: **Group IV (4) Polymer Concrete Meter Boxes****Attachments**

Glasmasters list price sheet.pdf



Quote

Date: Sep 17, 2021
 Expiration Date: Dec 16, 2021
 Quote #:

To: Jeff Brouillette
 Fortiline Waterworks

| Job | Ship To Zip | Ship Method | Ship Terms | Pay Terms | Salesperson |
|----------------------|-------------|-------------|------------|--------------|-------------|
| Ft. Lauderdale Co-op | | BEST WAY | PPD & ADD | 1%10, NET 30 | |

| Qty | Item # | Description | List | Line Total |
|-----|----------------|--|-----------|------------|
| 1 | S1118RN15-1-WA | 11X18 LID, CAST-IRON READER, NON-BOLTED, TIER-15, GRAY, WATER LOGO | \$ 89.50 | 89.50 |
| 1 | S111812S2N15-1 | 11X18 BOX, STRAIGHT WALL, MOUSEHOLES, NON-BOLTED, TIER-15, GRAY | \$ 127.34 | 127.34 |
| 1 | S1324RN15-1-WA | 13X24 LID, CAST-IRON READER, NON-BOLTED, TIER-15, GRAY, WATER LOGO | \$ 141.13 | 141.13 |
| 1 | S132412S2N15-1 | 13X24 BOX, STRAIGHT WALL, MOUSEHOLES, NON-BOLTED, TIER-15, GRAY | \$ 244.55 | 244.55 |
| 1 | S1730RN15-1-WA | 17X30 LID, CAST-IRON READER, NON-BOLTED, TIER-15, GRAY, WATER LOGO | \$ 225.67 | 225.67 |
| 1 | S173012S2N15-1 | 17X30 BOX, STRAIGHT WALL, MOUSEHOLES, NON-BOLTED, TIER-15, GRAY | \$ 335.87 | 335.87 |
| | | | \$ - | |
| | | *** PRICING ONLY VALID FOR 90 DAYS *** | \$ - | |
| | | CUSTOM LOGOS: NO CHARGE FOR QTY 100+ | \$ - | |
| | | | \$ - | |
| | | | \$ - | |

This is a quotation on the goods named above, subject to Petroleum Containment, Inc. Terms and Conditions. Invoices not paid within invoice terms will be subject to a service charge of 1-1/2% of the remaining balance. Purchaser agrees to pay the cost of collection including attorney fees should this account be turned over to an attorney for collection.

To accept this quotation, sign here and return: _____

| | |
|-------------------|-------------|
| Subtotal | \$ 1,164.06 |
| Sales Tax | |
| Estimated Freight | |
| Total | \$ 1,164.06 |

Thank you for your business!

8873 WESTERN WAY - JACKSONVILLE, FL 32256 - (904) 400-7100 - (904) 358-1700 FAX

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions 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

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 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.

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- 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

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.

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4.02 INSURANCE: 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

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: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **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.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: **City of Boynton Beach**
Address: **100 E Ocean Ave, Boynton Beach, Florida, 33435, United States**
Contact Name: **Michael Duata** Telephone: **561-742-6324**

Company Name: **Bonita Springs Utilities**
Address: **11900 E Terry St, Bonita Springs, FL 34135**
Contact Name: **Diana Deleon** Telephone: **239-992-0711**

Company Name: **City of Cape Coral**
Address: **1015 Cultural Park Blvd, Cape Coral, FL 33990**
Contact Name: **David Vallandingham** Telephone: **239-574-0401**

2. Number of years experience the proposer has had in providing similar services:

24 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

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

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**

N/A

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.

Rob Cavallaro
Authorized Signature

General Manager
Title

Rob Cavallaro
Name (Printed)

9/20/21
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

Fortiline, Inc. d/b/a Fortiline Waterworks
Company Name

Rob Cavallaro
Name (Printed)

9/20/21
Date

Rob Cavallaro
Signature

General Manager
Title

**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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Greg Velz
Authorized Signature

Assistant Corporate Secretary
Print Name and Title

9/20/21
Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12583-322**

Project Description: **Water Meter Boxes Co-Op
(Annual Contract)**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Fortiline, Inc. d/b/a Fortiline Waterworks**

Authorized Company Person's Signature: **Greg Velz**

Authorized Company Person's Title: **Assistant Corporate Secretary**

Date: **9/20/21**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) **Fortiline, Inc. d/b/a Fortiline Waterworks**EIN (Optional): **57-0819190**

Address: **7025 Northwinds Drive, NW**

City: **Concord**State: **NC**Zip: **28027**

Telephone No.: **7047889859**FAX No.: **7047889894**Email: **jordan.mccall@fortiline.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **TBD (Est. 1-12 weeks)**

Total Bid Discount (**section 1.05 of General Conditions**): **Reference excel sheet attached**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| None | None | | | | |

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. **You must also click the "Take Exception" button.**

N/A

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:

Rob Cavallaro
Name (printed)

9/20/21
Date

Rob Cavallaro
Signature

General Manager
Title

Revised 4/28/2020