REQUEST FOR BID
FOR THE
ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES

BID No.: 037-1412-18/MFD

BID DUE DATE: SEPTEMBER 12, 2018
BID TIME, NO LATER THAN: 10:00 A. M. (LOCAL TIME)
PROCUREMENT SERVICES, CITY HALL

The City of Boynton Beach

Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

REQUEST FOR BID

FOR THE

"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

BID NO. 037-1412-18/MFD

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd. Suite 101, Boynton Beach FL. 33426 or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310on or by: **SEPTEMBER 12, 2018, No Later Than 10:00 A.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
Unless otherwise designated.

ATTENTION ALL INTERESTED RESPONDENTS:

Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services Division may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

Bidders shall submit **one (1) marked original and three (3) photocopies of the completed bid package** in a sealed envelope to the address above. The Project Name, Bid Number, and time and date of the Bid Opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

All Bids will be publicly opened. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the day set for the opening of Bids.

CONE OF SILENCE:

Per Palm Beach County Code Section 2-355 after the deadline to respond to this Bid, members of the City Commission are prohibited from communicating directly or indirectly with Bidders regarding the substance of the proposal submittals until such time as the City Commission (1) awards or approves a contract, (2) rejects all responses, or (3) otherwise takes action which ends the solicitation process. Improper communications during this "Cone of Silence" period may result in a penalty as outlined in Palm Beach County Code Section 2-357.

PUBLIC RECORDS DISCLOSURE:

As per Florida Statutes §119.07, sealed Bids or Proposals received by the City in response to a Request for Proposal or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Proposals/Bids submitted in response to a Request for Proposal or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposals/Bids remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

SCOPE OF BID: The purpose of this bid is to establish firm prices for a one-year period for the purchase of Pipe Fittings and other Accessories. These items will be ordered on an "AS NEEDED BASIS" for the repair, replacement and new construction of utility systems. Bidder(s) are required to have a warehouse facility in Miami-Dade, Broward, Palm Beach, Martin and/or St. Lucie County.

Contact: **Michael Dauta, Manager of Materials and Distribution**
City of Boynton Beach Warehouse
222 NE 9th Ave
Boynton Beach, FL 33435
Email: dautam@bbfl.us

Office Hours: **MONDAY – FRIDAY, 6:00 A.M. TO 1:00 P.M**

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing **no later than September 2, 2018**. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Bid documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO BID CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all re-procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ON PUBLIC ENTITY CRIMES - All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:
"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

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

ADVERTISING: In submitting a bid, the bidder agrees not to use the results therefrom as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH BID CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Bid. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the vendor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, school boards, political subdivisions, counties, and cities. Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary

investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the Warehouse Department and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the commodity. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Assistant to the Finance Director and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS:
Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City of Boynton Beach is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Specifically, the contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. 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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

(CITY CLERK)
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Michael Dauta, Manager of Materials and Distribution, Monday through Friday, 6:00 A.M. to 1:00 P.M. E-mail at: dautam@bbfl.us. You must direct all questions via email.**

RENEWAL: The City of Boynton Beach may extend the bid, at the same terms, conditions, and prices, for *two (2) one (1) year renewals* subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

SPECIAL CONDITIONS FOR BIDDERS

GENERAL/SPECIAL CONDITION PRECEDENT

In the event of a conflict between General Conditions and Special conditions, the provisions of the Special Conditions shall have precedence.

PRICE ADJUSTMENTS

The Vendor may submit a request for price adjustments ninety (90) days prior to the end of the annual bid term if base commodity prices have fluctuated from the base commodity amount for *Other Metal Valve and Pipe Fitting Mfg.* in accordance with the Producer Price Index (PPI). The Vendor must submit sufficient documentation to be given consideration for a price increase, and must pass on a price decrease when the Vendor's costs are reduced, based on the average percentage from the most recent six (6) months of PPI.

Documentation means:

> Published U.S. Bureau of Labor Statistics (BLS), reports on Producer Price Index (PPI) - Southeast Information Office, Commodities:
>
> Group: Other Metal Valve and Pipe Fitting Mfg.

Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Vendor's profit margin shall be permitted. All cost increases must be approved by the City Commission on recommendation of the Director of Financial Services.

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

SPECIFICATIONS

FOR THE

"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

BID # 037-1412-18/MFD

Please place an (x) on the blank line next to each item if a specification is met. If exception is taken (alternatives), bidder must explain using a separate sheet of paper. **Bidder must submit specifications "check-off" sheets with the proposal sheet in order for a bid to be considered**.

_____ A) All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida – AND/OR – Warehouse 2, located at 124 E. Woolbright Road, Boynton Beach, Florida.

_____ B) Bidder guarantees all prices for **one (1) year** from date of award.

_____ C) Bidder should state the model numbers of all items and accessories specified in this proposal.

_____ D) **Bidder agrees to guarantee all deliveries, throughout the duration of the Contract. All orders to be delivered within fifteen (15) days from date of the purchase order. Back orders exceeding the fifteen (15) day period are subject to cancellation.**

_____ E) Bidder agrees that all quantities indicated in the proposal represent approximate needs for the one (1) year period and that there is no guarantee made or implied that the City will fulfill such purchases.

_____ F) Bidder is aware that award is anticipated on an item by item basis; however, award in lots to multiple vendors may be considered.

_____ G) Bidder agrees that the percent discount submitted applies to the Commodity Bid – *Pipe Fittings and Accessories*. In this instance, Pipe Fittings and Accessories encompass any and all similar and like items as individually listed.

_____ H) Bidder is aware that the City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of an obligation previously understood.

_____ **I) Bidder agrees that all items proposed are DOMESTIC manufactured.**

_____ J) Bidder agrees that all pipe fittings and accessories listed on the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.

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_____ K) Bidder agrees to designate personnel for after hour emergencies. The personnel must be available 24 hours per day / 7 days per week throughout the duration of this contract.

_____ L) Bidder has a warehouse located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties. The City will only accept bids with vendors that have a warehouse located in these areas.

_____ M) Annual estimated expenditure for the estimated quantities of the supply of Pipe Fittings and Accessories is **$210,000.**

_____ N) BIDDER UNDERSTANDS IF THE PROPOSAL SHEETS ARE NOT LEGIBLE, THE PROPOSAL WILL BE REJECTED. LEGIBILITY WILL BE DETERMINED AT THE SOLE DISCRETION OF THE CITY STAFF.

BIDDER MUST PROVIDE INFORMATION AS FOLLOWS:

1. Bidder shall make provisions for after hour emergencies as stated in letter K in the specifications. Vendor must provide contact name and phone number for the personnel designated for this responsibility.

   Contact Name: _____

   Contact Phone: _____

2. Please provide an email address to submit the City's orders. The City may also order via fax and telephone. Email is the City's preferred method.

   Email: _____

3. For similar items not listed/covered, a percentage discount off of list price to be extended City-wide to all using Departments as stated in Letter G of the specifications:

   _____%
   DISCOUNT OFF OF LIST PRICE

4. Bids will ONLY be accepted from bidder(s) who have warehouse facilities located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties as stated in letter L in the specifications.

   Please state the location of your warehouse:

   County: _____

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BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
3301 Quantum Blvd.
Suite 101
Boynton Beach, Florida 33426
Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

Bid Number: **037-1412-18/MFD**

Bids Due: **SEPTEMBER 12, 2018, NO LATER THAN 10:00 A.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **SEPTEMBER 12, 2018, no later than 10:00 A.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

_____
Name Typed

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Subscribed and sworn to before me (Title) _____

This _____ day of _____, 20 _____

My commission expires _____

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ ,20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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CONFIRMATION OF MINORITY OWNED BUSINESS

This requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

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CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Vendor's Signature

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PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

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A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

BID NO: **037-1412-18/MFD**

BIDDER: _____

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, labor and services necessary to provide the commodities specified by the Contract documents.

Having examined the bid documents, we propose to provide the commodities in this bid according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License Active: ☐ **Year Established:** ☐

Verified by: _____ **Date:** _____

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd. Suite 101, Boynton Beach, Florida 33426

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No. **037-1412-18/MFD** for **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

Please see "Attachment A" <u>Proposal Sheet</u> to submit your proposal.