



6759 WHITE DRIVE • RIVIERA BEACH, FL 33407 • TELEPHONE 561.253.9886 • FAX 561.253.9887



City of Boynton Beach
RFQ: #041-1412-19/MFD
Annual Supply of Pipe Fittings and Accessories
Purchase and Delivery of
Due: Monday, August 26, 2019 by 10AM

Primary Contact:
Jeff Brouillette
Municipal Sales Representative
jeff.brouillette@fortiline.com
Office: (772) 408-1960
Mobile: (561) 284-4476



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Key Personnel Contact Information

Local Branch
Riviera Beach Branch

Fortiline, Inc.
6759 White Drive
Riviera Beach, FL 33407
772-408-1960
772-408-1963

Name: Jeff Brouillette
Title: Government Sales Representative
Email: jeff.brouillette@fortiline.com

Name: David Guthart
Title: Branch Manager
Email: david.guthart@fortiline.com

Corporate Office:
Address: Fortiline, Inc.
7025 Northwinds Dr, NW
Concord, NC 28027
Name: Sheri Smith, Regional Bid Coordinator
Email: sheri.smith@fortiline.com
Toll Free: 844-792-7473
Phone: 704-788-9859
Fax: 704-788-9896

Remit to: Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053

KNOWLEDGE • EXPERIENCE • SERVICE

FOR ADDITIONAL LOCATIONS AND INFORMATION, VISIT US ON THE WEB AT WWW.FORTILINE.COM

FORTILINE

WATERWORKS

a MORSCO brand



6759 WHITE DRIVE • RIVIERA BEACH, FL 33407 • TELEPHONE 561.253.9886 • FAX 561.253.9887

Business License



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

6759 WHITE DR
RIVIERA BEACH, FL 33407

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
45-9053 MISC MERCHANDISE SALES	FORTILINE INC		U18.697140 - 09/05/18	\$33.00	B40164461

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201580311
EXPIRES: SEPTEMBER 30, 2019

FORTILINE INC
FORTILINE INC
100 E 15TH ST STE 200
FORT WORTH, TX 76102

B1 - 1425

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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FOR ADDITIONAL LOCATIONS AND INFORMATION, VISIT US ON THE WEB AT WWW.FORTILINE.COM



7025 NORTHWINDS DR., NW • CONCORD, NC 28027 • TELEPHONE 704-788-9800 • FAX 704-788-9898

August 18, 2019

I, Richard Linneman, Vice President and Assistant Secretary of Finance with Fortiline, Inc., do hereby authorize Sheri Smith to sign as authorized agent for Fortiline, Inc. on the City of Boynton Beach, Florida, Bid No. 041-1412-19/MFD, for the Annual Supply of Pipe Fittings and Accessories Purchase and Delivery of, and any related Agreements.

A handwritten signature in blue ink, appearing to be "R. Linneman", is written over a faint horizontal line.

Richard Linneman
Vice President & Assistant Secretary of Finance
Fortiline, Inc.

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FOR ADDITIONAL LOCATIONS AND INFORMATION VISIT US ON THE WEB AT WWW.FORTILINE.COM

State of Florida

Department of State

I certify from the records of this office that FORTILINE, INC. is a South Carolina corporation authorized to transact business in the State of Florida, qualified on October 4, 2010.

The document number of this corporation is F10000004477.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on July 19, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of March,
2018*



Ken DeFuria
Secretary of State

Tracking Number: CU0078656904

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

The seal of the City of Boynton Beach is a circular emblem. It features a blue outer ring with the words "CITY OF" at the top and "BOYNTON BEACH" at the bottom in yellow capital letters. The center of the seal is a light blue circle with horizontal yellow lines. Overlaid on this is a white graphic of a sailboat with three sails, sailing towards the right.

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

BID No.: 041-1412-19/MFD

**BID DUE DATE: AUGUST 26, 2019
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 33425-0310 on or by: **AUGUST 26, 2019, No Later Than 10:00 A.M. (Local Time).**

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

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 with regard to mail being delivered by a specified time so that a bid can 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.

Sealed bids or proposals received by the City in response to an 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 proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records 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. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Michael Dauta, Acting Purchasing Manager, E-mail: dautam@bbfl.us

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. The initial term of the agreement will be for one (1) year and may be renewed at the same prices, terms and conditions for three (3) additional one-year periods contingent upon satisfactory performance, vendor acceptance and determination that the renewal will be in the City's best interests.

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 ten (10) days prior to the bid deadline. 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, unless addressed in the Special Conditions Section of the bid documents.

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 Contract 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 CONTRACT 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 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(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, as may be amended 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 as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT 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 Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants and 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: This bid may be expanded to include other governmental agencies. In some cases, Cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between the City of Boynton Beach and the other public agency. All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to **ALL POLITICAL SUBDIVISIONS OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, under the same conditions, for the same price(s) and the same effective period as this bid. This agreement in no way restricts or interferes with the right of **ANY POLITICAL SUBDIVISION OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, to re-bid any or all items. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same Contract price, and for the same effective period as this bid, to the **PALM BEACH COUNTY SCHOOL BOARD**.

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.

ADDRESS: **WAREHOUSE**
 222 NE 9TH AVENUE
 BOYNTON BEACH, FL 33435

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 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 equipment. 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 Purchasing Agent 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 is 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 STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK
3301 QUANTUM BLVD. BOYNTON BEACH, FLORIDA, 33435
561-742-6061
CITYCLERK@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 dautam@bbfl.us**

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of \$1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists.

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.)**

<u>TYPE</u>	<u>(Occurrence Based Only)</u>	<u>MINIMUM LIMITS REQUIRED</u>
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 # 041-1412-19/MFD

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. The initial term of the agreement will be for one (1) year and may be renewed at the same prices, terms and conditions for three (3) additional one-year periods contingent upon satisfactory performance, vendor acceptance and determination that the renewal will be in the City's best interests.

By submitting a proposal the successful bidder shall provide services in accordance with the following conditions and specifications:

- 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.

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 attest that it has a warehouse located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties. Bidder acknowledges and understands that 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 AND EXCLUSIVE 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. Bidder must provide contact name and phone number for the personnel designated for this responsibility.

Contact Name: Jeff Brouillette David Guthart

Contact Phone: 561-284-4476 772-408-1960

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: david.guthart@fortiline.com - jeff.brouillette@fortiline.com

3. 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: Riviera Beach, FL as well as 10 other local locations to assist.

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: **041-1412-19/MFD**

Bids Due: **AUGUST 26, 2019, 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 **AUGUST 26, 2019, 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: Fortiline, Inc.

Federal I.D. Number: 57-0819190

A Corporation of the State of: SC

Area Code: 704 Telephone Number: 788-9859

Area Code: 704 FAX Number: 788-9896

Mailing Address: 7025 Northwinds Drive, NW

City/State/Zip: Concord, NC 28027

Vendor Mailing Date: 8/19/19

E-Mail Address: sheri.smith@fortiline.com


Authorized Signature

Sheri Smith
Name Typed

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of NC)

County of Cabarrus)

Sheri Smith, being first duly sworn, deposes and says that:

- 1) He is Regional Bid Coordinator of Fortiline, Inc.,
(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) *Sheri Smith*

Subscribed and sworn to before me

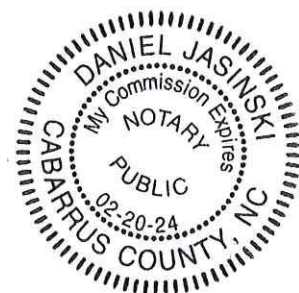
(Title) Regional Bid Coordinator

This 22 day of August, 20 19

My commission expires 02/20/24

Daniel Jasinski

Daniel Jasinski



STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS

By: Shel Smith
NAME - SIGNATURE

NOTARY PUBLIC, State of Florida - NC
at Large



Fortiline, Inc.
COMPANY

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

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

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.

Fortiline, Inc.

CONTRACTOR NAME

By Sheri Smith



Title: Regional Bid Coordinator

Date: 8/22/19



A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

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

BID NO: **041-1412-19/MFD**

BIDDER: Fortiline, Inc.

DATE SUBMITTED: 8/22/19

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
<u>QA1</u>	<u>8/15/19</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID



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?	<u>YES</u>	<u>NO</u>	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	<u>YES</u>	<u>NO</u>	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	<u>YES</u> ✓	<u>NO</u>	F10000004477

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: Sheri Smith Signature: *Sheri Smith*

FOR PURCHASING USE ONLY

Business License Active: ☐ Year Established: ☐

Verified by: _____ Date: _____



CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, Sheri Smith, on behalf of Fortiline, Inc. certify

Print Name and Title

Company Name

that Fortiline, Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Fortiline, Inc.

COMPANY NAME



SIGNATURE

Sheri Smith

PRINT NAME

Regional Bid Coordinator

TITLE

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: N/A

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No. **041-1412-19/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 “B”
Proposal Sheet
to submit your
proposal.**

The City of Boynton Beach



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

QUESTIONS AND ANSWERS

DATE: August 15, 2019
BID No. 041-1412-19/MFD - "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

Information included in this document will not have a material impact on the submittal for this solicitation. This document is issued for informational purposes only. It is not necessary to return or acknowledge it in the submittal. The following questions were submitted by prospective proposers prior to the deadline and are answered below in bold type:

The Bid Due date remains the same. It has not changed.

Q1: How many copies are necessary for the bid submittal?
A1: **Please provide one (1) original and one (1) copy**

If you have any further questions or require additional clarification, please e-mail Michael Dauta, Manager of Materials and Distribution, dautam@bbfl.us

Sincerely,

A handwritten signature in black ink that reads "Tim W. Howard". The signature is written in a cursive, flowing style.

Tim W. Howard
Assistant City Manager - Administration

8/16/19 SS