



CONTINUING PURCHASE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, **2020** (the "Effective Date") by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

FERGUSON ENTERPRISES, LLC a foreign limited liability company as listed with the Virginia Division of Corporations, authorized to do business in the State of Florida, and with a business address of **12500 Jefferson Avenue, Newport News, VA 23602** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **June 11, 2019**, the CITY advertised its **IFB # PSUT-19-02** entitled **Backflows and Water Meter Parts & Lift Station Rehab Materials** (hereinafter "**IFB # PSUT-19-02**") which set forth the CITY's desire to hire a firm to provide the requested backflow protection assemblies, residential dual check assemblies, water meter boxes and lids, water meter assemblies, appurtenances and lift station rehab materials; and,

1.2 On **July 9, 2019**, the bids were opened at the offices of the City Clerk; and,

1.3 On _____, _____, **2020**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below,



- 1.4 CITY desires to engage CONTRACTOR to perform the services required herein for the CITY.

ARTICLE 2

PURCHASE OF GOODS

- 2.1 CITY agrees to purchase and CONTRACTOR agrees to provide backflow protection assemblies, residential dual check assemblies, water meter boxes and lids, water meter assemblies, appurtenances and lift station rehab materials (the "Commodities") which are the subject of this Agreement.
- 2.2 CONTRACTOR shall provide the Commodities as broadly identified in **Exhibit "A"** attached hereto and by this reference made a part hereof, and CONTRACTOR's response thereto, attached hereto and by this reference made a part hereof as **Exhibit "B"**, and as more particularly described in the list set forth in **Exhibit "C"** attached hereto and by this reference made a part hereof. CONTRACTOR shall provide the Commodities in accordance with the two (2) week delivery timeline from date of order for all water meter products as more specifically listed in **Exhibit "C"**, and the one (1) week delivery timeline from date of order for all lift station rehab materials, as more specifically listed in **Exhibit "C"**.
- 2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in either **Exhibit "A" or Exhibit "C"**.
- 2.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 2.5 CITY agrees it shall submit to CONTRACTOR a purchase order for the Commodities on an as-needed basis. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities within two (2) weeks of issuance of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 2.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the two (2) week delivery timeline from date of issuance of the CITY's purchase order for all water meter products as more specifically listed in **Exhibit "C"**, and the one (1) week delivery timeline from date of the CITY's purchase order for all lift station rehab materials, as more specifically listed in **Exhibit "C"**. CONTRACTOR shall provide at least twenty-four (24) hour notice prior to any delivery, and shall provide the quantities listed in **Exhibit "C"**.



- 2.7 CONTRACTOR agrees that the CITY shall be able to purchase the Commodities at the same price identified in **Exhibit "C"** for the term of this Agreement. CONTRACTOR shall not increase, but may decrease the price, listed for the term of the Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "C"** attached hereto and by this reference made a part hereof, on an as-needed basis and in accordance with the delivery requirements set forth in Article 2 of this Agreement, for an initial **two (2) year period** commencing as of the Effective Date of this agreement and ending after a period of two (2) years.

3.2 This Agreement may be renewed for **three (3) additional, two (2) year terms** upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by CITY for convenience, upon thirty (30) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

3.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7) days** after CITY's delivery of a written notice to CONTRACTOR of such breach or default;

3.4.2 CONTRACTOR becomes insolvent;

3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,

3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;



3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within **seven (7) days** after its filing; or

3.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order(s) and in accordance with the unit pricing listed in the attached **Exhibit "C"**. Any invoices shall include, but not be limited to, date of service, description of the Commodities, and any other information reasonably required by CITY. The total annual compensation under this Agreement **SHALL NOT EXCEED FIVE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS AND THIRTY CENTS (\$537,539.30)**.

4.2 Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided.

4.3 CITY, upon approval of an invoice, will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.4 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk of loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.6 Payment will be made to CONTRACTOR at:

Ferguson Enterprises, LLC
P.O. Box 100286
Atlanta, GA 30384

4.7 Should the Parties renew the term of this Agreement pursuant to Section 3.2 herein, and in



the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained herein may be adjusted no more than an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than **three percent (3%)** for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term.

4.8 The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

ARTICLE 5

RESERVED

ARTICLE 6

WARRANTY OF COMMODITIES

4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be for a period of **ninety (90) 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. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.

4.2 CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of **three hundred sixty-five (365) days** or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 7

CHANGES TO SCOPE OF WORK

7.1 The Parties may request changes that would increase, decrease, or otherwise modify the quantities and / or Commodities to be provided under this Agreement as described in Article 2 of this



Agreement. These changes may affect the compensation accordingly. Such changes or additional commodities must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement.

7.2 In no event will the CONTRACTOR be compensated for any Commodities which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8

RESERVED

ARTICLE 9

INDEMNIFICATION

9.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.

9.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 Upon acceptance of all Commodities and / or completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.



ARTICLE 10 **INSURANCE**

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 CONTRACTOR shall not perform under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to perform on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to performing its obligation under this Agreement:

Yes No

- ✓ ☐ 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Reserved.
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a



combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✕

10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☐ ✕

10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ✕

10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ ✕

10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ x

10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ x

10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ x

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ x

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years



after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ☐ ✕ 10.6.13 Other Insurance



10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11 **NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

11.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



ARTICLE 12

INDEPENDENT CONTRACTOR

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13

RESERVED

ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

14.1 This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15

UNCONTROLLABLE FORCES

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed



from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16
GOVERNING LAW AND VENUE

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17
SIGNATORY AUTHORITY

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18
RESERVED

ARTICLE 19
BANKRUPTCY

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20
MERGER; AMENDMENT

20.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21
DISPUTE RESOLUTION

21.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.



21.2 **Operations During Dispute.**

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

21.2.3 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate this Agreement at any time, whenever the Commodities provided by CONTRACTOR fail to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 22 **PUBLIC RECORDS**

22.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

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

22.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

22.1.3 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 Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the 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.



22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
MISCELLANEOUS**

23.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

23.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership



of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

23.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

| | |
|------|--|
| CITY | Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040 |
|------|--|

| | |
|----------|---|
| Copy To: | Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923 |
|----------|---|

| | |
|------------|---|
| CONTRACTOR | Drew Petonick, Sales Ferguson Enterprises, LLC 1950 NW 18th Street Pompano Beach, FL 33069 E-mail: drew.petonick@ferguson.com Telephone No: 561-718-1037 Facsimile No: 954-917-3134 |
|------------|---|

23.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the



party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

23.12 **Reserved**

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Reserved**

23.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:



23.17.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.17.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.17.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.17.2.2 Is engaged in business operations in Syria.

23.18 **No Third Party Beneficiaries.** The services to be performed by the CONTRACTOR are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONTRACTOR's performance of its services hereunder, and no right to assert a claim against the CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONTRACTOR's services hereunder.

23.19 **Reserved.**

23.20 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

23.21 **Domestic Partnership.**

23.21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- ☒ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or



- ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
- ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- ☐ CONTRACTOR is a governmental agency.

23.21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.21.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

23.21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

23.21.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

By: MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

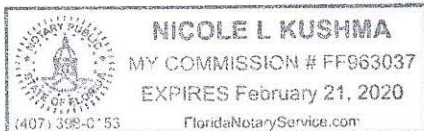
FERGUSON ENTERPRISES, LLC

By: [Signature]
Name: Kim Horn
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kim Horn as BA MNGR of FERGUSON ENTERPRISES, LLC, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of FERGUSON ENTERPRISES, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27 day of Jan, 2020.



[Signature]
NOTARY PUBLIC
Nicole L Kushma
(Name of Notary Typed, Printed or Stamped)



Backflows and Water Meter Parts & Lift Station Rehab Materials Invitation for Bids # PSUT-19-02

| General Information | | |
|----------------------------------|--|-----------------|
| Project Cost Estimate | Not Applicable | Not Applicable |
| Project Timeline | All Water Meter Products shall be delivered within a two (2) week time period from time of ordering. All Lift Station Rehab Materials shall be delivered within a week time period from time of ordering.. This contract shall be for an initial two year period with three additional two-year renewal terms.. | See Section 1.4 |
| Evaluation of Proposals | Staff | See Section 1.7 |
| Question Due Date | June 24, 2019 | See Section 1.8 |
| Proposals will be accepted until | 2:00 p.m. on July 9, 2019 | See Section 1.8 |

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer’s Qualifications Statement



Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Continuing Purchase Agreement**



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSUT-19-02 “Backflows and Water Meter Parts & Lift Station Rehab Materials”

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, July 9, 2019. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested backflow protection assemblies, residential dual check assemblies, water meter boxes and lids, water meter assemblies, appurtenances and Lift Station Rehab materials, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

Below are the list of Meter Materials :



| METER DEPARTMENT MATERIAL LIST | QTY |
|---|-------------|
| BACKFLOWS | |
| 3/4" BACKFLOW (Watts and Wilkins) | 300 |
| 1" BACKFLOW (Watts and Wilkins) | 200 |
| 2" BACKFLOW (Watts and Wilkins) | 300 |
| DUAL CHECK LF 1"X3/4" F7R10-U3 | 3500 |
| | |
| METER ASSEMBLY PARTS AND APPURTENANCES | |
| 1 1/2" BRASS OLVAL METER FLANGE | 40 |
| 2" BRASS OLVAL METER FLANGE | 300 |
| 2X4" BRASS NIPPLE NO LEAD | 160 |
| 2 1/2" RUBBER WASHER/GASKET | 500 |
| 2X6" BRASS NIPPLE NO LEAD | 160 |
| 2"X1/8 RUBBER DROP IN METER GASKET | 300 |
| 1-1/2"X1/8 RUBBER DROP IN METER GASKET | 80 |
| 3/4"X1/8" RUBBER METER WASHERS | 2500 |
| 3/4"X1/16" RUBBER METER WASHER | 2500 |
| 3/4"X1/32" RUBBER METER WASHER | 2500 |
| 2 1/2" X 3/4" HYDRANT SWIVEL ADAPTOR | 100 |
| 2 1/2" X 2" HYDRANT SWIVEL ADAPTOR | 100 |
| 3/4" TAILPIECE | 250 |
| 1" TAILPIECE | 100 |
| BEE SPRAY | 500 |
| ANT SPRAY | 200 |
| BLUE SPRAY PAINT | 300 |
| HYDRANT WRENCHES | 100 |
| HYDRANT STANDS | 100 |
| 3/4" X 1 TURN ON KEY | 10 |
| 1 1/4 X 2 TURN ON KEY | 10 |
| MANUAL HAND PUMP WITH 6 FT HOSE | 25 |
| | |
| METER BOXES AND METER BOX LIDS | |
| CARSON DBLE PLASTIC BOX ONLY - 012 | 2000 |
| CARSON DBLE PLASTIC LID ONLY - 012 | 2000 |
| W/CAST IRON READER | |
| CARSON SINLGE PLASTIC BOX ONLY - TRUSS T 1015 | 500 |
| CARSON SINLGE PLASTIC LID ONLY- TRUSS T 1015 | 1000 |
| W/CAST IRON READER | |



| | |
|--|-----|
| DUAL H DOUBLE CEMENT BOX | 150 |
| DUAL H DOUBLE CEMENT LID ONLY | 200 |
| W/CAST IRON READER | |
| SINGLE CEMENT BOX | 150 |
| SINGLE CEMENT LID W/ CAST IRON READER | 150 |
| FIBERLYTE LID, FL1416 P "WATER METER" W/ 2 AMR HOLES | 500 |
| FIBERLYTE LID, FL09P01-3 "WATER METER" W/ 1 AMR HOLE | 100 |
| 66 BOX CEMENT | 100 |
| 66 BOX LID | 100 |
| LIGHT DUTY 17x30 BOX PLASTIC | 100 |
| LIGHT DUTY 17x30 LID PLASTIC | 100 |

Below are the list of Parts for Lift Station Rehab:

| Parts List for Lift Station Rehab | |
|--|-----------------|
| Part Name | Quantity |
| 4" Suction Lines (Stainless Steel) | 20 |
| 6" Suction Lines (Stainless Steel) | 10 |
| 4" x 4" x 4" T's MJ | 10 |
| 6" x 6" x 4" T's MJ | 5 |
| 4" 90 Degrees MJ | 40 |
| 6" 90 Degrees MJ | 30 |
| valve boxes with sewer covers | 30 |
| 6" megalugs for pvc (red) | 80 |
| 6" megalugs for ductile iron (black) | 40 |
| 4" megalugs for PVC (red) | 110 |
| 4" megalugs for Ductile Iron (black) | 40 |
| 4" x 6' Flanged on one end Ductile Iron Pipe | 20 |
| 6" x 6' Flanged on one end Ductile Iron Pipe | 10 |
| 4" C900 sewer pipe (green) | 400 |
| 6" C900 Sewer Pipe (green) | 200 |
| 4" Dezurick valve with nut on top MJ | 25 |
| 6" Dezurick valve with nut on top MJ | 20 |
| 4" Ductile iron pipe (sewer) | 40 |
| 6" Ductile iron pipe (sewer) | 40 |
| Cases of Ramnek (tar strips) | 4 |
| 2" meter boxes with traffic lids | 16 |
| 4" SDR 35 (green) | 200 |
| 6" SDR 35 (green) | 200 |



| | |
|--|-----|
| 4" neoprime full face gaskets | 40 |
| 6" neoprime full face gaskets | 40 |
| 4" Transition rubber | 40 |
| 6" Transition rubber | 40 |
| 6" megalug T-Bolt Kits | 100 |
| 4" megalug T-Bolt Kits | 100 |
| 4" Zip Flange | 12 |
| 6" Zip Flange | 12 |
| | |
| *All fittings for sewer and need to be lined | |
| MJ = Mechanical Joint | |

1.4 PROJECT TIMELINE

All Water Meter Products shall be delivered within a two (2) week time period from time of ordering. All Lift Station Rehab Materials shall be delivered within a week time period from time of ordering..

This contract shall be for an initial two year period with three additional two-year renewal terms.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.



- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Qualifications Statement

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form



1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

| Event | Time &/or Date |
|-------|----------------|
|-------|----------------|



| | |
|---|----------------------------------|
| Issuance of Solicitation (Posting Date) | June 11, 2019 |
| Question Due Date | June 24, 2019 |
| Anticipated Date of Issuance for the Addenda with Questions and Answers | June 27, 2019 |
| Proposals will be accepted until | 2:00 p.m. on July 9, 2019 |
| Proposals will be opened at | 2:30 p.m. on July 9, 2019 |
| Evaluation of Proposals by Staff | TBD |
| Recommendation of Contractor to City Commission award | TBD |

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on July 9, 2019**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

| | |
|--------------|---|
| Question # 1 | I see Watts products are specified. Can we quote an equal? |
| Answer | Yes, pursuant to section 3.7 "BRAND NAMES" of the bid package |



SECTION 2 - INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

- B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein



2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSUT-19-02” titled “Backflows and Water Meter Parts & Lift Station Rehab Materials” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
 STREET ADDRESS:
 CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
 E-MAIL:
 TELEPHONE: FAX:
 SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

| | |
|---|------------------------------|
| Attachment A - Contact Information Form | Yes <input type="checkbox"/> |
| Attachment B - Non-Collusive Affidavit | Yes <input type="checkbox"/> |
| Attachment C - Proposer's Completed Qualification Statement | Yes <input type="checkbox"/> |

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

| | |
|-------------------------|------------------------------|
| Vendor Information Form | Yes <input type="checkbox"/> |
|-------------------------|------------------------------|

| | |
|---|------------------------------|
| Form W-9 (Rev. October 2018) | Yes <input type="checkbox"/> |
| Sworn Statement on Public Entity Crimes Form | Yes <input type="checkbox"/> |
| Local Vendor Preference Certification | Yes <input type="checkbox"/> |
| Local Business Tax Receipts | Yes <input type="checkbox"/> |
| Veteran Owned Small Business Preference Certification | Yes <input type="checkbox"/> |
| Equal Benefits Certification Form | Yes <input type="checkbox"/> |
| Vendor Drug-Free Workplace Certification Form | Yes <input type="checkbox"/> |
| Scrutinized Company Certification | Yes <input type="checkbox"/> |

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option: BACKFLOWS

| Item Description | QTY | Total Cost |
|-----------------------------------|------|--------------------------------------|
| 3/4" BACKFLOW (Watts and Wilkins) | 300 | Price to be Submitted Via BidSync |
| 1" BACKFLOW (Watts and Wilkins) | 200 | Price to be Submitted Via BidSync |
| 2" BACKFLOW (Watts and Wilkins) | 300 | Price to be Submitted Via BidSync |
| DUAL CHECK LF 1"X3/4" F7R10-U3 | 3500 | Price to be Submitted Via BidSync |

Base Option: METER ASSEMBLY PARTS AND APPURTENANCES

| Item Description | QTY | Total Cost |
|--|------|--------------------------------------|
| 1 1/2" BRASS OLVAL METER FLANGE | 40 | Price to be Submitted Via BidSync |
| 2" BRASS OLVAL METER FLANGE | 300 | Price to be Submitted Via BidSync |
| 2X4" BRASS NIPPLE NO LEAD | 160 | Price to be Submitted Via BidSync |
| 2 1/2" RUBBER WASHER/GASKET | 500 | Price to be Submitted Via BidSync |
| 2X6" BRASS NIPPLE NO LEAD | 160 | Price to be Submitted Via BidSync |
| 2"X1/8 RUBBER DROP IN METER GASKET | 300 | Price to be Submitted Via BidSync |
| 1-1/2"X1/8 RUBBER DROP IN METER GASKET | 80 | Price to be Submitted Via BidSync |
| 3/4"X1/8" RUBBER METER WASHERS | 2500 | Price to be Submitted Via BidSync |

| | | |
|--------------------------------------|------|--------------------------------------|
| 3/4"X1/16" RUBBER METER WASHER | 2500 | Price to be Submitted Via BidSync |
| 3/4"X1/32" RUBBER METER WASHER | 2500 | Price to be Submitted Via BidSync |
| 2 1/2" X 3/4" HYDRANT SWIVEL ADAPTOR | 100 | Price to be Submitted Via BidSync |
| 2 1/2" X 2" HYDRANT SWIVEL ADAPTOR | 100 | Price to be Submitted Via BidSync |
| 3/4" TAILPIECE | 250 | Price to be Submitted Via BidSync |
| 1" TAILPIECE | 100 | Price to be Submitted Via BidSync |
| BEE SPRAY | 500 | Price to be Submitted Via BidSync |
| ANT SPRAY | 200 | Price to be Submitted Via BidSync |
| BLUE SPRAY PAINT | 300 | Price to be Submitted Via BidSync |
| HYDRANT WRENCHES | 100 | Price to be Submitted Via BidSync |
| HYDRANT STANDS | 100 | Price to be Submitted Via BidSync |
| 3/4" X 1 TURN ON KEY | 10 | Price to be Submitted Via BidSync |
| 1 1/4 X 2 TURN ON KEY | 10 | Price to be Submitted Via BidSync |
| MANUAL HAND PUMP WITH 6 FT HOSE | 25 | Price to be Submitted Via BidSync |

Base Option: METER BOXES AND METER BOX LIDS

| Item Description | QTY | Total Cost |
|---|------|--------------------------------------|
| CARSON DBLE PLASTIC BOX ONLY - 012 | 2000 | Price to be Submitted Via BidSync |
| CARSON DBLE PLASTIC LID ONLY - 012 | 2000 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| CARSON SINLGE PLASTIC BOX ONLY - TRUSS T 1015 | 500 | Price to be Submitted Via BidSync |
| CARSON SINLGE PLASTIC LID ONLY- TRUSS T 1015 | 1000 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| DUAL H DOUBLE CEMENT BOX | 150 | Price to be Submitted Via BidSync |
| DUAL H DOUBLE CEMENT LID ONLY | 200 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| SINGLE CEMENT BOX | 150 | Price to be Submitted Via BidSync |

| | | |
|--|-----|--------------------------------------|
| SINGLE CEMENT LID W/ CAST IRON READER | 150 | Price to be Submitted Via BidSync |
| FIBERLYTE LID, FL1416 P "WATER METER" W/ 2 AMR HOLES | 500 | Price to be Submitted Via BidSync |
| FIBERLYTE LID, FL09P01-3 "WATER METER" W/ 1 AMR HOLE | 100 | Price to be Submitted Via BidSync |
| 66 BOX CEMENT | 100 | Price to be Submitted Via BidSync |
| 66 BOX LID | 100 | Price to be Submitted Via BidSync |
| LIGHT DUTY 17x30 BOX PLASTIC | 100 | Price to be Submitted Via BidSync |
| LIGHT DUTY 17x30 LID PLASTIC | 100 | Price to be Submitted Via BidSync |

Base Option: PARTS LIST FOR LIFT STATION REHAB

| Item Description | QTY | Total Cost |
|--|-----|--------------------------------------|
| 4" Suction Lines (Stainless Steel) | 20 | Price to be Submitted Via BidSync |
| 6" Suction Lines (Stainless Steel) | 10 | Price to be Submitted Via BidSync |
| 4" x 4" x 4" T's MJ | 10 | Price to be Submitted Via BidSync |
| 6" x 6" x 4" T's MJ | 5 | Price to be Submitted Via BidSync |
| 4" 90 Degrees MJ | 40 | Price to be Submitted Via BidSync |
| 6" 90 Degrees MJ | 30 | Price to be Submitted Via BidSync |
| valve boxes with sewer covers | 30 | Price to be Submitted Via BidSync |
| 6" megalugs for pvc (red) | 80 | Price to be Submitted Via BidSync |
| 6" megalugs for ductile iron (black) | 40 | Price to be Submitted Via BidSync |
| 4" megalugs for PVC (red) | 110 | Price to be Submitted Via BidSync |
| 4" megalugs for Ductile Iron (black) | 40 | Price to be Submitted Via BidSync |
| 4" x 6' Flanged on one end Ductile Iron Pipe | 20 | Price to be Submitted Via BidSync |
| 6" x 6' Flanged on one end Ductile Iron Pipe | 10 | Price to be Submitted Via BidSync |
| 4" C900 sewer pipe (green) | 400 | Price to be Submitted Via BidSync |
| 6" C900 Sewer Pipe (green) | 200 | Price to be Submitted Via BidSync |
| 4" Dezurick valve with nut on top MJ | 25 | Price to be Submitted Via BidSync |

| | | |
|--------------------------------------|------------|--|
| 6" Dezurick valve with nut on top MJ | 20 | Price to be Submitted Via BidSync |
| 4" Ductile iron pipe (sewer) | 40 | Price to be Submitted Via BidSync |
| 6" Ductile iron pipe (sewer) | 40 | Price to be Submitted Via BidSync |
| Cases of Ramnek (tar strips) | 4 | Price to be Submitted Via BidSync |
| 2" meter boxes with traffic lids | 16 | Price to be Submitted Via BidSync |
| 4" SDR 35 (green) | 200 | Price to be Submitted Via BidSync |
| 6" SDR 35 (green) | 200 | Price to be Submitted Via BidSync |
| 4" neoprime full face gaskets | 40 | Price to be Submitted Via BidSync |
| 6" neoprime full face gaskets | 40 | Price to be Submitted Via BidSync |
| 4" Transition rubber | 40 | Price to be Submitted Via BidSync |
| 6" Transition rubber | 40 | Price to be Submitted Via BidSync |
| 6" megalug T-Bolt Kits | 100 | Price to be Submitted Via BidSync |
| 4" megalug T-Bolt Kits | 100 | Price to be Submitted Via BidSync |
| 4" Zip Flange | 12 | Price to be Submitted Via BidSync |
| 6" Zip Flange | 12 | Price to be Submitted Via BidSync |



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

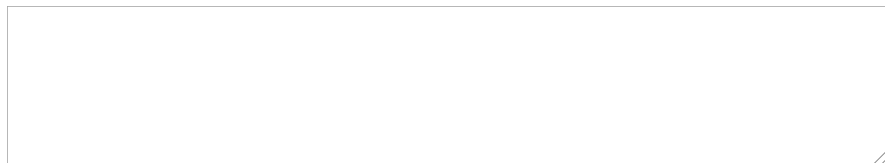
Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

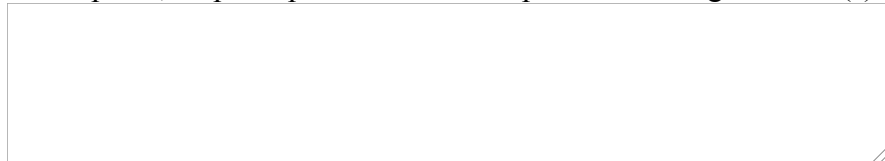
List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

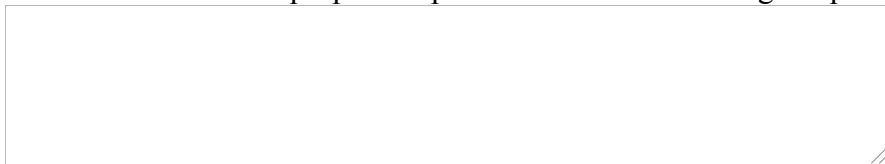
List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



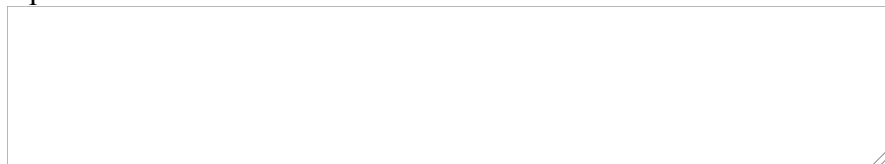
List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.



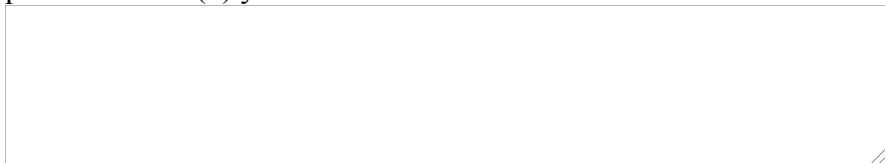
Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DDYY) | POLICY EXPIRATION DATE (MM/DDYY) | LIMITS | | | | | | | | |
|-----------------------------|--|--|---------------------------------|---|--|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc | <div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div> | | | EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | <div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div> | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | | |
| | EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONTINUING PURCHASE AGREEMENT

THIS AGREEMENT FOR PURCHASE OF _____
("Agreement") is dated this _____ day of _____, 20__ by and between:

CITY OF PEMBROKE PINES, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

_____, a _____, with a business address of _____
(hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, the CITY advertised its invitation to bid No. _____ entitled _____
(hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide _____:

WHEREAS, on _____, the responses to the ITB were opened at the offices of the City Clerk; and,

WHEREAS, on _____ the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and,

WHEREAS, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of _____ to the CITY by CONTRACTOR; and,

WHEREAS, CONTRACTOR shall act as the primary provider of _____ to the CITY for the term of this Agreement;

NOW THEREFORE, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:



ARTICLE 1 PURCHASE OF GOODS

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide _____ (the "Commodities") subject of this Agreement.
- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial _____ () **year period** commencing on _____ and ending on _____, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for _____ () **additional** _____ () **year terms** upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.



- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon _____ (_____) **business days** of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than _____ (_____) **days** after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within _____ (_____) **days** after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be _____ **Dollars (\$_____)** **per** _____. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall



receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within _____ (____) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than _____ percent (____ %) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

ARTICLE 4

WARRANTY OF COMMODITIES

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be for a period of _____ (____) 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. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.



- 4.2 CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of _____ (____) **days** or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 5 INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6



INSURANCE

- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.4 REQUIRED INSURANCE

6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

| | | |
|----|------------------|------------------|
| A. | Bodily Injury | |
| | 1. | Each Occurrence |
| | | \$1,000,000 |
| | 2. | Annual Aggregate |
| | | 1,000,000 |
| B. | Property Damage | |
| | 1. | Each Occurrence |
| | | 1,000,000 |
| | 2. | Annual Aggregate |
| | | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | |
| | | 1,000,000 |



- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|-----------------------|---------------------------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident |
| | | \$500,000 Disease-policy limit |
| | | \$100,000 Disease-each employee |

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

6.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- | | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

6.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

6.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT



- 7.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8 INDEPENDENT CONTRACTOR

- 8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 SIGNATORY AUTHORITY

- 9.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.



ARTICLE 10 MERGER; AMENDMENT

- 10.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES

- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR failure to perform in accordance with the requirements of this Agreement.

ARTICLE 12 BANKRUPTCY

- 12.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 13 DISPUTE RESOLUTION

- 13.1 In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.

13.2 Operations During Dispute.

13.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to provide the Commodities in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty,



express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

ARTICLE 14 PUBLIC RECORDS

14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

14.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 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 after the CONTRACTOR transfers the records in its possession to the CITY; and

14.1.4 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 the 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.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 11**.

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

**CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050**



mgraham@ppines.com

ARTICLE 15 MISCELLANEOUS

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ____ (____) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its



discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

CONTRACTOR: **[CONTACT, TITLE]**
[VENDOR NAME]
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No: _____
Facsimile No: _____
E-Mail: _____

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.



- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 15.15 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:
- 15.15.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- 15.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 15.15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 15.15.2.2 Is engaged in business operations in Syria.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK.**



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

[NAME OF CONTRACTOR]

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20__.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

[Home](#)[Search](#)[Source](#)[Contracts](#)[Tools](#)
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[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

Bid #PSUT-19-02 - Backflows And Water Meter Parts & Lift Station Rehab Materials

Time Left Bid has ended.**Bid Started** Jun 11, 2019 8:13:46 PM EDT**Bid Ended** This bid closed on Jul 9, 2019 2:00:00 PM EDT**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))**Notifications**

of suppliers that viewed

[Report \(Bidder Activity\)](#)56  ([View](#))**Q & A**[Questions & Answers](#)

Questions: 2

Q&A Deadline: Jun 24, 2019 8:00:00 PM EDT

Bid Classifications [Classification Codes](#)**Required Vendor Qualifications** PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL**Bid Regions** [Regions](#)**Bid Contact** [see contact information](#)**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid**View Rules** Click here to [change](#) the rules for this bid.**Best and Final Offer:** [Create](#)

Approval

View Approval Flow [View Approval Flow](#)**Approval Status** Approved

Bid Comments

Contract Duration 2 years**Contract Renewal** See Specifications**Prices Good for** 90 days**Budgeted Amount** \$0.00 ([change](#))**Standard Disclaimer** Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments


The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested backflow protection assemblies, residential dual check assemblies, water meter boxes and lids, water meter assemblies, appurtenances and Lift Station Rehab materials, in accordance with the terms, conditions, and specifications contained in this solicitation.


Documents

Select All | Select None | Download Selected

☐


1.


 [PSUT-19-02 Backflows Meters Parts Lift Station Rehab Materials.pdf](#)

[\[download\]](#) 

☐


3.


 [Attachment B - Non-Collusive Affidavit](#)

[\[download\]](#) 

☐


5.


 [Attachment D - Sample Insurance Certificate.pdf](#)

[\[download\]](#) 

☐


2.


 [Attachment A - Contact Information Form.docx](#)

[\[download\]](#) 

☐


4.


 [Attachment C - Proposers Qualifications Statement](#)



[\[download\]](#) 

☐

6.

 [Attachment E - Specimen Contract - Continuing Purchase Agreement 2018-10-25.pdf](#)

[\[download\]](#) 

 = Included in Bid Packet  = Excluded from Bid Packet

| Items | |
|--|-------------------------------|
| <div><div></div>BACKFLOWS</div> | [Description] |
| <div><div></div>METER ASSEMBLY PARTS AND APPURTENANCES</div> | [Description] |
| <div><div></div>METER BOXES AND METER BOX LIDS</div> | [Description] |
| <div><div></div>PARTS LIST FOR LIFT STATION REHAB</div> | [Description] |

Contractor Advertisements

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There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Question and Answers for Bid #PSUT-19-02 - Backflows and Water Meter Parts & Lift Station Rehab Materials

[Create New Question](#)

Question Deadline: Jun 24, 2019 8:00:00 PM EDT

Overall Bid Questions

Question 1

Can we get clarification on the length of the pricing? (Submitted: Jun 19, 2019 2:14:02 PM EDT)

Answer

[edit](#) 

- This contract shall be for an initial two year period with three additional two-year renewal terms. (Answered: Jun 24, 2019 7:36:54 AM EDT)

Add to Answer:

Question 2

First three backflows? What models? Rps or Dcs?
 Hydrant Swivel adaptors? Are those fnt swivel x fpt or fnt swivel x mpt?
 Hydrant wrenches adjustable?
 Hydrant stands. Need spec
 Turn on keys? What height? 4' 5" 5' 5"
 4" and 6" suction lines stainless steel. Need specs.
 Ductile spools and pipe . for sewer p401 lined ??
 Pipe qty. calls for 40ea of the 4" and 6" pipe is that for 40 ft, or 40 full stocks of pipe (40 x 20)?
 Same thing on the sdr 35 pipe. Is that 200 ft on the 6" and 4" or 200 full pieces?? (Submitted: Jun 24, 2019 2:57:56 PM EDT)

Answer

- First three backflows? What models? Rps or Dcs?
RPS watts 919 QT
- Hydrant Swivel adaptors? Are those fnt swivel x fpt or fnt swivel x mpt?
MIPT
- Hydrant wrenches adjustable?
YES
- Hydrant stands. Need spec -
Pipe size : 3inch, All Thd Rod: 3/4 inch, Support pipe 1 inch, Saddle 1/4 X 2 Inch, Base Plate 1/4 X 6 X 6 Inch, Height 1'0.
- Turn on keys? What height? 4' 5'
4'
- 4 and 6 suction lines stainless steel. Need specs.
Flange by 20ft length of pipe, Schedule 10 stainless steel
- Ductile spools and pipe . for sewer p401 lined ?
Yes
- Pipe qty. calls for 40ea of the 4" and 6" pipe is that for 40 ft, or 40 full stocks of pipe (40 x 20)?
40 linear ft of 4 and 6 pipe
- Same thing on the sdr 35 pipe. Is that 200 ft on the 6 and 4 or 200 full pieces??
200 linear ft of 6 and 4 pipe (Answered: Jun 27, 2019 5:14:09 PM EDT)

[edit](#) 

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Exhibit "B"

Ferguson Enterprises Inc.

Bid Contact **Jason A Mueller**
drew.petonick@ferguson.com
Ph 954-973-8100

Address **2361 NW 22nd Street**
Pompano Beach, FL 33069

Supplier Code 270223

Qualifications **PP-DRUGFREE PP-EQUAL PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|-------------------|--|---|-------------------------------|--------------------------------|-------------|
| PSUT-19-02--01-01 | BACKFLOWS: 3/4" BACKFLOW (Watts and Wilkins) | Supplier Product Code: | First Offer - \$157.00 | 300 / each \$47,100.00 | Y |
| | | | | \$0.00 | |
| PSUT-19-02--01-02 | BACKFLOWS: 1" BACKFLOW (Watts and Wilkins) | Supplier Product Code: | First Offer - \$167.00 | 200 / each \$33,400.00 | Y |
| | | | | \$0.00 | |
| PSUT-19-02--01-03 | BACKFLOWS: 2" BACKFLOW (Watts and Wilkins) | Supplier Product Code: | First Offer - \$377.00 | 300 / each \$113,100.00 | Y |
| | | | | \$0.00 | |
| PSUT-19-02--01-04 | BACKFLOWS: DUAL CHECK LF 1"X3/4" F7R10-U3 | Supplier Product Code: | First Offer - \$24.75 | 3500 / each \$86,625.00 | Y |
| | | | | \$0.00 | |
| | | | | Lot Total \$280,225.00 | |

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. Docs |
|-------------------|--|---|------------------------------|-------------------------------|-------------|
| PSUT-19-02--02-01 | METER ASSEMBLY PARTS AND APPURTENANCES: 1 1/2" BRASS OLVAL METER FLANGE | Supplier Product Code: | First Offer - \$38.00 | 40 / each \$1,520.00 | Y |
| | | | | \$0.00 | |
| PSUT-19-02--02-02 | METER ASSEMBLY PARTS AND APPURTENANCES: 2" BRASS OLVAL METER FLANGE | Supplier Product Code: | First Offer - \$51.00 | 300 / each \$15,300.00 | Y |
| | | | | \$0.00 | |
| PSUT-19-02--02-03 | METER ASSEMBLY | Supplier | First Offer - \$10.50 | 160 / each \$1,680.00 | Y |

| | | | | | | | |
|-------------------|--|-------------------------------|----------------------|---------|-------------|-------------------|---|
| | PARTS AND APPURTENANCES: 2X4" BRASS NIPPLE NO LEAD | Product Code: | | | | \$0.00 | |
| PSUT-19-02--02-04 | METER ASSEMBLY PARTS AND APPURTENANCES:2 1/2" RUBBER WASHER/GASKET | | | | | No Bids | |
| PSUT-19-02--02-05 | METER ASSEMBLY PARTS AND APPURTENANCES: 2X6" BRASS NIPPLE NO LEAD | Supplier Product Code: | First Offer - | \$15.00 | 160 / each | \$2,400.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-06 | METER ASSEMBLY PARTS AND APPURTENANCES: 2"X1/8 RUBBER DROP IN METER GASKET | Supplier Product Code: | First Offer - | \$1.50 | 300 / each | \$450.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-07 | METER ASSEMBLY PARTS AND APPURTENANCES: 1-1/2"X1/8 RUBBER DROP IN METER GASKET | Supplier Product Code: | First Offer - | \$1.30 | 80 / each | \$104.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-08 | METER ASSEMBLY PARTS AND APPURTENANCES: 3/4"X1/8" RUBBER METER WASHERS | Supplier Product Code: | First Offer - | \$0.10 | 2500 / each | \$250.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-09 | METER ASSEMBLY PARTS AND APPURTENANCES: 3/4"X1/16" RUBBER METER WASHER | Supplier Product Code: | First Offer - | \$0.10 | 2500 / each | \$250.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-10 | METER ASSEMBLY PARTS AND APPURTENANCES: 3/4"X1/32" RUBBER METER WASHER | Supplier Product Code: | First Offer - | \$0.10 | 2500 / each | \$250.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-11 | METER ASSEMBLY PARTS AND APPURTENANCES: 2 1/2" X 3/4" HYDRANT SWIVEL ADAPTOR | Supplier Product Code: | First Offer - | \$78.00 | 100 / each | \$7,800.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--02-12 | METER ASSEMBLY PARTS AND | Supplier Product Code: | First Offer - | \$78.00 | 100 / each | \$7,800.00 | Y |

APPURTENANCES: **Code:**
 2 1/2" X 2"
 HYDRANT SWIVEL
 ADAPTOR

\$0.00

| | | | | | | | |
|-------------------|--|---------------------------------------|------------------------------|------------|-------------------|--------|----------|
| PSUT-19-02--02-13 | METER ASSEMBLY PARTS AND APPURTENANCES: 3/4" TAILPIECE | Supplier Product Code: | First Offer - \$8.70 | 250 / each | \$2,175.00 | \$0.00 | Y |
| PSUT-19-02--02-14 | METER ASSEMBLY PARTS AND APPURTENANCES: 1" TAILPIECE | Supplier Product Code: | First Offer - \$13.40 | 100 / each | \$1,340.00 | \$0.00 | Y |
| PSUT-19-02--02-15 | METER ASSEMBLY PARTS AND APPURTENANCES: BEE SPRAY | Supplier Product Code: | First Offer - \$6.25 | 500 / each | \$3,125.00 | \$0.00 | Y |
| PSUT-19-02--02-16 | METER ASSEMBLY PARTS AND APPURTENANCES: ANT SPRAY | Supplier Product Code: | First Offer - \$4.72 | 200 / each | \$944.00 | \$0.00 | Y |
| PSUT-19-02--02-17 | METER ASSEMBLY PARTS AND APPURTENANCES: BLUE SPRAY PAINT | Supplier Product Code: | First Offer - \$3.95 | 300 / each | \$1,185.00 | \$0.00 | Y |
| PSUT-19-02--02-18 | METER ASSEMBLY PARTS AND APPURTENANCES: HYDRANT WRENCHES | Supplier Product Code: | First Offer - \$24.76 | 100 / each | \$2,476.00 | \$0.00 | Y |
| PSUT-19-02--02-19 | METER ASSEMBLY PARTS AND APPURTENANCES: HYDRANT STANDS | Supplier Product Code: | First Offer - \$75.00 | 100 / each | \$7,500.00 | \$0.00 | Y |
| PSUT-19-02--02-20 | METER ASSEMBLY PARTS AND APPURTENANCES: 3/4" X 1 TURN ON KEY | Supplier Product Code: | First Offer - \$38.25 | 10 / each | \$382.50 | \$0.00 | Y |
| PSUT-19-02--02-21 | METER ASSEMBLY PARTS AND APPURTENANCES: 1 1/4 X 2 TURN ON KEY | Supplier Product Code: | First Offer - \$35.55 | 10 / each | \$355.50 | \$0.00 | Y |
| PSUT-19-02--02-22 | METER ASSEMBLY PARTS AND APPURTENANCES: MANUAL HAND PUMP WITH 6 FT HOSE | Supplier Product Code: | First Offer - \$37.00 | 25 / each | \$925.00 | \$0.00 | Y |

Lot Total **\$58,212.00**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | | Attch. | Docs |
|-------------------|--|---------------------------------------|------------------------------|-------------|--------------------|--------|------|
| PSUT-19-02--03-01 | METER BOXES AND METER BOX LIDS: CARSON DBLE PLASTIC BOX ONLY - 012 | Supplier Product Code: | First Offer - \$33.70 | 2000 / each | \$67,400.00 | | Y |
| | | | | | \$0.00 | | |
| PSUT-19-02--03-02 | METER BOXES AND METER BOX LIDS: CARSON DBLE PLASTIC LID ONLY - 012 W/CAST IRON READER | Supplier Product Code: | First Offer - \$20.40 | 2000 / each | \$40,800.00 | | Y |
| | | | | | \$0.00 | | |
| PSUT-19-02--03-03 | METER BOXES AND METER BOX LIDS: CARSON SINLGE PLASTIC BOX ONLY - TRUSS T 1015 | Supplier Product Code: | First Offer - \$12.00 | 500 / each | \$6,000.00 | | Y |
| | | | | | \$0.00 | | |
| PSUT-19-02--03-04 | METER BOXES AND METER BOX LIDS: CARSON SINLGE PLASTIC LID ONLY- TRUSS T 1015 W/CAST IRON READER | Supplier Product Code: | First Offer - \$12.00 | 1000 / each | \$12,000.00 | | Y |
| | | | | | \$0.00 | | |
| PSUT-19-02--03-05 | METER BOXES | Supplier Product | First Offer - \$21.00 | 150 / each | \$3,150.00 | | Y |

| | | | | | | | |
|-------------------|--|---------------------------------------|------------------------------|------------|--------------------|--------|---|
| | AND METER BOX LIDS: DUAL H DOUBLE CEMENT BOX | Code: | | | | \$0.00 | |
| PSUT-19-02--03-06 | METER BOXES AND METER BOX LIDS: DUAL H DOUBLE CEMENT LID ONLY W/CAST IRON READER | Supplier Product Code: | First Offer - \$34.00 | 200 / each | \$6,800.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--03-07 | METER BOXES AND METER BOX LIDS: SINGLE CEMENT BOX | Supplier Product Code: | First Offer - \$19.00 | 150 / each | \$2,850.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--03-08 | METER BOXES AND METER BOX LIDS: SINGLE CEMENT LID W/ CAST IRON READER | Supplier Product Code: | First Offer - \$32.00 | 150 / each | \$4,800.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--03-09 | METER BOXES AND METER BOX LIDS: FIBERLYTE LID, FL1416 P "WATER METER" W/ 2 AMR HOLES | Supplier Product Code: | First Offer - \$67.50 | 500 / each | \$33,750.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--03-10 | METER BOXES AND METER BOX LIDS: | Supplier Product Code: | First Offer - \$75.00 | 100 / each | \$7,500.00 | | Y |

FIBERLYTE
LID,
FL09P01-3
"WATER
METER" W/
1 AMR
HOLE

\$0.00

| | | | | | | |
|-------------------|---|---------------------------------------|------------------------------|------------|-------------------|---|
| PSUT-19-02--03-11 | METER BOXES AND METER BOX LIDS: 66 BOX CEMENT | Supplier Product Code: | First Offer - \$39.00 | 100 / each | \$3,900.00 | Y |
| | | | | | \$0.00 | |

| | | | | | | |
|-------------------|--|---------------------------------------|------------------------------|------------|-------------------|---|
| PSUT-19-02--03-12 | METER BOXES AND METER BOX LIDS: 66 BOX LID | Supplier Product Code: | First Offer - \$57.00 | 100 / each | \$5,700.00 | Y |
| | | | | | \$0.00 | |

| | | | | | | |
|-------------------|--|---------------------------------------|-------------------------------|------------|--------------------|---|
| PSUT-19-02--03-13 | METER BOXES AND METER BOX LIDS: LIGHT DUTY 17x30 BOX PLASTIC | Supplier Product Code: | First Offer - \$105.00 | 100 / each | \$10,500.00 | Y |
| | | | | | \$0.00 | |

| | | | | | | |
|-------------------|--|---------------------------------------|-------------------------------|------------|--------------------|---|
| PSUT-19-02--03-14 | METER BOXES AND METER BOX LIDS: LIGHT DUTY 17x30 LID PLASTIC | Supplier Product Code: | First Offer - \$100.00 | 100 / each | \$10,000.00 | Y |
| | | | | | \$0.00 | |

Lot Total **\$215,150.00**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |
|-------------------|---|------------------------|--------------------------|-----------|-------------|------|
| PSUT-19-02--04-01 | PARTS LIST FOR LIFT STATION REHAB: 4" Suction Lines (Stainless Steel) | Supplier Product Code: | First Offer - \$1,075.00 | 20 / each | \$21,500.00 | Y |
| | | | | | \$0.00 | |
| PSUT-19-02--04-02 | PARTS | Supplier | First Offer - \$1,200.00 | 10 / each | \$12,000.00 | Y |

| | | | | | | | |
|-------------------|--|---------------------------------------|----------------------|----------|-----------|-------------------|---|
| | LIST FOR LIFT STATION REHAB: 6" Suction Lines (Stainless Steel) | Product Code: | | | | \$0.00 | |
| PSUT-19-02--04-03 | PARTS LIST FOR LIFT STATION REHAB: 4" x 4" x 4" T's MJ | Supplier Product Code: | First Offer - | \$148.00 | 10 / each | \$1,480.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-04 | PARTS LIST FOR LIFT STATION REHAB: 6" x 6" x 4" T's MJ | Supplier Product Code: | First Offer - | \$235.00 | 5 / each | \$1,175.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-05 | PARTS LIST FOR LIFT STATION REHAB: 4" 90 Degrees MJ | Supplier Product Code: | First Offer - | \$130.00 | 40 / each | \$5,200.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-06 | PARTS LIST FOR LIFT STATION REHAB: 6" 90 Degrees MJ | Supplier Product Code: | First Offer - | \$203.00 | 30 / each | \$6,090.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-07 | PARTS LIST FOR LIFT STATION REHAB: valve boxes with sewer covers | Supplier Product Code: | First Offer - | \$40.00 | 30 / each | \$1,200.00 | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-08 | PARTS LIST FOR LIFT STATION REHAB: 6" megalugs | Supplier Product Code: | First Offer - | \$26.00 | 80 / each | \$2,080.00 | Y |
| | | | | | | \$0.00 | |

for pvc
(red)

| | | | | | | | |
|-------------------|--|--|-------------------------------|------------|-------------------|--------|----------|
| PSUT-19-02--04-09 | PARTS LIST FOR LIFT STATION REHAB: 6" megalugs for ductile iron (black) | Supplier Product Code: | First Offer - \$21.00 | 40 / each | \$840.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-10 | PARTS LIST FOR LIFT STATION REHAB: 4" megalugs for PVC (red) | Supplier Product Code: | First Offer - \$22.00 | 110 / each | \$2,420.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-11 | PARTS LIST FOR LIFT STATION REHAB: 4" megalugs for Ductile Iron (black) | Supplier Product Code: | First Offer - \$18.00 | 40 / each | \$720.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-12 | PARTS LIST FOR LIFT STATION REHAB: 4" x 6' Flanged on one end Ductile Iron Pipe | Supplier Product Code: | First Offer - \$327.00 | 20 / each | \$6,540.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-13 | PARTS LIST FOR LIFT STATION REHAB: 6" x 6' Flanged on one end Ductile Iron Pipe | Supplier Product Code: | First Offer - \$370.00 | 10 / each | \$3,700.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-14 | PARTS LIST FOR LIFT STATION REHAB: 4" C900 | Supplier Product Code: Supplier Notes: priced per ft | First Offer - \$2.50 | 400 / each | \$1,000.00 | | Y |
| | | | | | | \$0.00 | |

sewer pipe
(green)

| | | | | | | | |
|-------------------|--|--|------------------------------|------------|-------------------|---------|----------|
| PSUT-19-02--04-15 | PARTS LIST FOR LIFT STATION REHAB: 6" C900 Sewer Pipe (green) | Supplier Product Code: Supplier Notes: priced per ft | First Offer - \$4.93 | 200 / each | \$986.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-16 | PARTS LIST FOR LIFT STATION REHAB:4" Dezurick valve with nut on top MJ | | | | | No Bids | |
| PSUT-19-02--04-17 | PARTS LIST FOR LIFT STATION REHAB:6" Dezurick valve with nut on top MJ | | | | | No Bids | |
| PSUT-19-02--04-18 | PARTS LIST FOR LIFT STATION REHAB: 4" Ductile iron pipe (sewer) | Supplier Product Code: Supplier Notes: priced per ft | First Offer - \$33.00 | 40 / each | \$1,320.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-19 | PARTS LIST FOR LIFT STATION REHAB: 6" Ductile iron pipe (sewer) | Supplier Product Code: Supplier Notes: PRICED PER FT | First Offer - \$27.00 | 40 / each | \$1,080.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-20 | PARTS LIST FOR LIFT STATION REHAB: Cases of Ramnek (tar strips) | Supplier Product Code: | First Offer - \$60.00 | 4 / each | \$240.00 | | Y |
| | | | | | | \$0.00 | |

| | | | | | | | |
|-------------------|--|--|-------------------------------|------------|-------------------|--------|----------|
| PSUT-19-02--04-21 | PARTS LIST FOR LIFT STATION REHAB: 2" meter boxes with traffic lids | Supplier Product Code: | First Offer - \$214.00 | 16 / each | \$3,424.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-22 | PARTS LIST FOR LIFT STATION REHAB: 4" SDR 35 (green) | Supplier Product Code: Supplier Notes: priced per ft | First Offer - \$1.00 | 200 / each | \$200.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-23 | PARTS LIST FOR LIFT STATION REHAB: 6" SDR 35 (green) | Supplier Product Code: Supplier Notes: priced per ft | First Offer - \$2.25 | 200 / each | \$450.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-24 | PARTS LIST FOR LIFT STATION REHAB: 4" neoprime full face gaskets | Supplier Product Code: | First Offer - \$4.40 | 40 / each | \$176.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-25 | PARTS LIST FOR LIFT STATION REHAB: 6" neoprime full face gaskets | Supplier Product Code: | First Offer - \$5.70 | 40 / each | \$228.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-26 | PARTS LIST FOR LIFT STATION REHAB: 4" Transition rubber | Supplier Product Code: | First Offer - \$4.00 | 40 / each | \$160.00 | | Y |
| | | | | | | \$0.00 | |
| PSUT-19-02--04-27 | PARTS LIST FOR LIFT STATION REHAB: 6" Transition rubber | Supplier Product Code: | First Offer - \$4.85 | 40 / each | \$194.00 | | Y |
| | | | | | | \$0.00 | |

| | | | | | | | |
|-------------------|--|---|------------------------------|------------|--------------------|--------|---|
| PSUT-19-02--04-28 | PARTS LIST FOR LIFT STATION REHAB: 6" megalug T- Bolt Kits | Supplier Product Code: Supplier Notes: priced per t-bolt only | First Offer - \$1.30 | 100 / each | \$130.00 | \$0.00 | Y |
| PSUT-19-02--04-29 | PARTS LIST FOR LIFT STATION REHAB: 4" megalug T- Bolt Kits | Supplier Product Code: Supplier Notes: priced per t-bolt only | First Offer - \$1.30 | 100 / each | \$130.00 | \$0.00 | Y |
| PSUT-19-02--04-30 | PARTS LIST FOR LIFT STATION REHAB: 4" Zip Flange | Supplier Product Code: | First Offer - \$32.10 | 12 / each | \$385.20 | \$0.00 | Y |
| PSUT-19-02--04-31 | PARTS LIST FOR LIFT STATION REHAB: 6" Zip Flange | Supplier Product Code: | First Offer - \$34.50 | 12 / each | \$414.00 | \$0.00 | Y |
| Lot Total | | | | | \$75,462.20 | | |

Supplier: Ferguson Enterprises Inc.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSUT-19-02” titled “**Backflows and Water Meter Parts & Lift Station Rehab Materials**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **ferguson enterprises, LLC**
 STREET ADDRESS: **1950 NW 18th St**
 CITY, STATE & ZIP CODE: **Pompano Beach, FL 33069**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Drew Petonick** TITLE: **sales**
 E-MAIL: **drew.petonick@ferguson.com**
 TELEPHONE: **5617181037** FAX: **954-917-3134**

AUTHORIZED APPROVER:

NAME: **Drew Petonick** TITLE: **sales**
 E-MAIL: **drew.petonick@ferguson.com**
 TELEPHONE: **5617181037** FAX: **954-917-3134**
 SIGNATURE: **Drew Petonick**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

| | |
|---|---|
| Attachment A - Contact Information Form | Yes <input checked="" type="checkbox"/> |
| Attachment B - Non-Collusive Affidavit | Yes <input checked="" type="checkbox"/> |
| Attachment C - Proposer's Completed Qualification Statement | Yes <input checked="" type="checkbox"/> |

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

| | |
|-------------------------|---|
| Vendor Information Form | Yes <input checked="" type="checkbox"/> |
|-------------------------|---|

| | |
|---|---|
| Form W-9 (Rev. October 2018) | Yes <input checked="" type="checkbox"/> |
| Sworn Statement on Public Entity Crimes Form | Yes <input checked="" type="checkbox"/> |
| Local Vendor Preference Certification | Yes <input checked="" type="checkbox"/> |
| Local Business Tax Receipts | Yes <input checked="" type="checkbox"/> |
| Veteran Owned Small Business Preference Certification | Yes <input checked="" type="checkbox"/> |
| Equal Benefits Certification Form | Yes <input checked="" type="checkbox"/> |
| Vendor Drug-Free Workplace Certification Form | Yes <input checked="" type="checkbox"/> |
| Scrutinized Company Certification | Yes <input checked="" type="checkbox"/> |

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option: BACKFLOWS

| Item Description | QTY | Total Cost |
|-----------------------------------|------|--------------------------------------|
| 3/4" BACKFLOW (Watts and Wilkins) | 300 | Price to be Submitted Via BidSync |
| 1" BACKFLOW (Watts and Wilkins) | 200 | Price to be Submitted Via BidSync |
| 2" BACKFLOW (Watts and Wilkins) | 300 | Price to be Submitted Via BidSync |
| DUAL CHECK LF 1"X3/4" F7R10-U3 | 3500 | Price to be Submitted Via BidSync |

Base Option: METER ASSEMBLY PARTS AND APPURTENANCES

| Item Description | QTY | Total Cost |
|------------------------------------|-----|--------------------------------------|
| 1 1/2" BRASS OLVAL METER FLANGE | 40 | Price to be Submitted Via BidSync |
| 2" BRASS OLVAL METER FLANGE | 300 | Price to be Submitted Via BidSync |
| 2X4" BRASS NIPPLE NO LEAD | 160 | Price to be Submitted Via BidSync |
| 2 1/2" RUBBER WASHER/GASKET | 500 | Price to be Submitted Via BidSync |
| 2X6" BRASS NIPPLE NO LEAD | 160 | Price to be Submitted Via BidSync |
| 2"X1/8 RUBBER DROP IN METER GASKET | 300 | Price to be Submitted Via BidSync |

| | | |
|--|------|--------------------------------------|
| 1-1/2"X1/8 RUBBER DROP IN METER GASKET | 80 | Price to be Submitted Via BidSync |
| 3/4"X1/8" RUBBER METER WASHERS | 2500 | Price to be Submitted Via BidSync |
| 3/4"X1/16" RUBBER METER WASHER | 2500 | Price to be Submitted Via BidSync |
| 3/4"X1/32" RUBBER METER WASHER | 2500 | Price to be Submitted Via BidSync |
| 2 1/2" X 3/4" HYDRANT SWIVEL ADAPTOR | 100 | Price to be Submitted Via BidSync |
| 2 1/2" X 2" HYDRANT SWIVEL ADAPTOR | 100 | Price to be Submitted Via BidSync |
| 3/4" TAILPIECE | 250 | Price to be Submitted Via BidSync |
| 1" TAILPIECE | 100 | Price to be Submitted Via BidSync |
| BEE SPRAY | 500 | Price to be Submitted Via BidSync |
| ANT SPRAY | 200 | Price to be Submitted Via BidSync |
| BLUE SPRAY PAINT | 300 | Price to be Submitted Via BidSync |
| HYDRANT WRENCHES | 100 | Price to be Submitted Via BidSync |
| HYDRANT STANDS | 100 | Price to be Submitted Via BidSync |
| 3/4" X 1 TURN ON KEY | 10 | Price to be Submitted Via BidSync |
| 1 1/4 X 2 TURN ON KEY | 10 | Price to be Submitted Via BidSync |
| MANUAL HAND PUMP WITH 6 FT HOSE | 25 | Price to be Submitted Via BidSync |

Base Option: METER BOXES AND METER BOX LIDS

| Item Description | QTY | Total Cost |
|---|------|--------------------------------------|
| CARSON DBLE PLASTIC BOX ONLY - 012 | 2000 | Price to be Submitted Via BidSync |
| CARSON DBLE PLASTIC LID ONLY - 012 | 2000 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| CARSON SINLGE PLASTIC BOX ONLY - TRUSS T 1015 | 500 | Price to be Submitted Via BidSync |
| CARSON SINLGE PLASTIC LID ONLY - TRUSS T 1015 | 1000 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| | | Price to be Submitted |

| | | |
|--|-----|--------------------------------------|
| DUAL H DOUBLE CEMENT BOX | 150 | Via BidSync |
| DUAL H DOUBLE CEMENT LID ONLY | 200 | Price to be Submitted Via BidSync |
| W/CAST IRON READER | | Price to be Submitted Via BidSync |
| SINGLE CEMENT BOX | 150 | Price to be Submitted Via BidSync |
| SINGLE CEMENT LID W/ CAST IRON READER | 150 | Price to be Submitted Via BidSync |
| FIBERLYTE LID, FL1416 P "WATER METER" W/ 2 AMR HOLES | 500 | Price to be Submitted Via BidSync |
| FIBERLYTE LID, FL09P01-3 "WATER METER" W/ 1 AMR HOLE | 100 | Price to be Submitted Via BidSync |
| 66 BOX CEMENT | 100 | Price to be Submitted Via BidSync |
| 66 BOX LID | 100 | Price to be Submitted Via BidSync |
| LIGHT DUTY 17x30 BOX PLASTIC | 100 | Price to be Submitted Via BidSync |
| LIGHT DUTY 17x30 LID PLASTIC | 100 | Price to be Submitted Via BidSync |

Base Option: PARTS LIST FOR LIFT STATION REHAB

| Item Description | QTY | Total Cost |
|--------------------------------------|-----|--------------------------------------|
| 4" Suction Lines (Stainless Steel) | 20 | Price to be Submitted Via BidSync |
| 6" Suction Lines (Stainless Steel) | 10 | Price to be Submitted Via BidSync |
| 4" x 4" x 4" T's MJ | 10 | Price to be Submitted Via BidSync |
| 6" x 6" x 4" T's MJ | 5 | Price to be Submitted Via BidSync |
| 4" 90 Degrees MJ | 40 | Price to be Submitted Via BidSync |
| 6" 90 Degrees MJ | 30 | Price to be Submitted Via BidSync |
| valve boxes with sewer covers | 30 | Price to be Submitted Via BidSync |
| 6" megalugs for pvc (red) | 80 | Price to be Submitted Via BidSync |
| 6" megalugs for ductile iron (black) | 40 | Price to be Submitted Via BidSync |
| 4" megalugs for PVC (red) | 110 | Price to be Submitted Via BidSync |
| 4" megalugs for Ductile Iron (black) | 40 | Price to be Submitted Via BidSync |

| | | |
|--|------------|--|
| 4" x 6' Flanged on one end Ductile Iron Pipe | 20 | Price to be Submitted Via BidSync |
| 6" x 6' Flanged on one end Ductile Iron Pipe | 10 | Price to be Submitted Via BidSync |
| 4" C900 sewer pipe (green) | 400 | Price to be Submitted Via BidSync |
| 6" C900 Sewer Pipe (green) | 200 | Price to be Submitted Via BidSync |
| 4" Dezurick valve with nut on top MJ | 25 | Price to be Submitted Via BidSync |
| 6" Dezurick valve with nut on top MJ | 20 | Price to be Submitted Via BidSync |
| 4" Ductile iron pipe (sewer) | 40 | Price to be Submitted Via BidSync |
| 6" Ductile iron pipe (sewer) | 40 | Price to be Submitted Via BidSync |
| Cases of Ramnek (tar strips) | 4 | Price to be Submitted Via BidSync |
| 2" meter boxes with traffic lids | 16 | Price to be Submitted Via BidSync |
| 4" SDR 35 (green) | 200 | Price to be Submitted Via BidSync |
| 6" SDR 35 (green) | 200 | Price to be Submitted Via BidSync |
| 4" neoprime full face gaskets | 40 | Price to be Submitted Via BidSync |
| 6" neoprime full face gaskets | 40 | Price to be Submitted Via BidSync |
| 4" Transition rubber | 40 | Price to be Submitted Via BidSync |
| 6" Transition rubber | 40 | Price to be Submitted Via BidSync |
| 6" megalug T-Bolt Kits | 100 | Price to be Submitted Via BidSync |
| 4" megalug T-Bolt Kits | 100 | Price to be Submitted Via BidSync |
| 4" Zip Flange | 12 | Price to be Submitted Via BidSync |
| 6" Zip Flange | 12 | Price to be Submitted Via BidSync |

Supplier: **Ferguson Enterprises Inc.**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Representative of the Firm**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Drew Petonick**

Title Sales

Name of Company **Ferguson Enterprises, LLC**

Supplier: **Ferguson Enterprises Inc.**



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Ferguson Enterprises, LLC
1950 NW 18th St
Pompano Beach, FL 33069

PROPOSER'S License Number: **200307055**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **65**

State the number of years your firm has been in business under your present business name **65**

State the number of years your firm has been in business in the work specific to this solicitation: **30**

Names and titles of all officers, partners or individuals doing business under trade name:

Kevin Murphy-CEO
Bill Brundage-CFO
Alex Hutcherson-COO

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

1950 NW 18th St
Pompano Beach, FL 33069

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

n/a

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

no

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

no

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

n/a

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

none

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

none

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

none

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

original

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

no

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

over 30 years experience

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Ferguson Enterprises, LLC
(Company Name)

Drew Petonick
(Printed Name/Signature)

Exhibit "C"

PSUT-19-02 "Backflows and Water Meter Parts & Lift Station Rehab Materials"

| | | | | Ferguson Enterprises Inc. | | |
|-------------------|-----------------------------------|------|------|---------------------------|----------------------|-------|
| Item # | Lot: BACKFLOWS | Qty | Unit | Price | Total | Notes |
| PSUT-19-02--01-01 | 3/4" BACKFLOW (Watts and Wilkins) | 300 | each | \$ 157.00 | \$ 47,100.00 | |
| PSUT-19-02--01-02 | 1" BACKFLOW (Watts and Wilkins) | 200 | each | \$ 167.00 | \$ 33,400.00 | |
| PSUT-19-02--01-03 | 2" BACKFLOW (Watts and Wilkins) | 300 | each | \$ 377.00 | \$ 113,100.00 | |
| PSUT-19-02--01-04 | DUAL CHECK LF 1"X3/4" F7R10-U3 | 3500 | each | \$ 24.75 | \$ 86,625.00 | |
| | | | | | \$ 280,225.00 | |

| | | | | Ferguson Enterprises Inc. | | |
|-------------------|---|------|------|---------------------------|---------------------|-------|
| Item # | Lot: METER ASSEMBLY PARTS AND APPURTENANCES | Qty | Unit | Price | Total | Notes |
| PSUT-19-02--02-01 | 1 1/2" BRASS OLVAL METER FLANGE | 40 | each | | | |
| PSUT-19-02--02-02 | 2" BRASS OLVAL METER FLANGE | 300 | each | | | |
| PSUT-19-02--02-03 | 2X4" BRASS NIPPLE NO LEAD | 160 | each | \$ 10.50 | \$ 1,680.00 | |
| PSUT-19-02--02-04 | 2 1/2" RUBBER WASHER/GASKET | 500 | each | | | |
| PSUT-19-02--02-05 | 2X6" BRASS NIPPLE NO LEAD | 160 | each | \$ 15.00 | \$ 2,400.00 | |
| PSUT-19-02--02-06 | 2"X1/8 RUBBER DROP IN METER GASKET | 300 | each | | | |
| PSUT-19-02--02-07 | 1-1/2"X1/8 RUBBER DROP IN METER GASKET | 80 | each | | | |
| PSUT-19-02--02-08 | 3/4"X1/8" RUBBER METER WASHERS | 2500 | each | | | |
| PSUT-19-02--02-09 | 3/4"X1/16" RUBBER METER WASHER | 2500 | each | | | |
| PSUT-19-02--02-10 | 3/4"X1/32" RUBBER METER WASHER | 2500 | each | | | |
| PSUT-19-02--02-11 | 2 1/2" X 3/4" HYDRANT SWIVEL ADAPTOR | 100 | each | | | |
| PSUT-19-02--02-12 | 2 1/2" X 2" HYDRANT SWIVEL ADAPTOR | 100 | each | | | |
| PSUT-19-02--02-13 | 3/4" TAILPIECE | 250 | each | | | |
| PSUT-19-02--02-14 | 1" TAILPIECE | 100 | each | | | |
| PSUT-19-02--02-15 | BEE SPRAY | 500 | each | \$ 6.25 | \$ 3,125.00 | |
| PSUT-19-02--02-16 | ANT SPRAY | 200 | each | \$ 4.72 | \$ 944.00 | |
| PSUT-19-02--02-17 | BLUE SPRAY PAINT | 300 | each | \$ 3.95 | \$ 1,185.00 | |
| PSUT-19-02--02-18 | HYDRANT WRENCHES | 100 | each | | | |
| PSUT-19-02--02-19 | HYDRANT STANDS | 100 | each | \$ 75.00 | \$ 7,500.00 | |
| PSUT-19-02--02-20 | 3/4" X 1 TURN ON KEY | 10 | each | | | |
| PSUT-19-02--02-21 | 1 1/4 X 2 TURN ON KEY | 10 | each | \$ 35.55 | \$ 355.50 | |
| PSUT-19-02--02-22 | MANUAL HAND PUMP WITH 6 FT HOSE | 25 | each | \$ 37.00 | \$ 925.00 | |
| | | | | | \$ 18,114.50 | |

| | | | | Ferguson Enterprises Inc. | | |
|-------------------|---|------|------|---------------------------|--------------|-------|
| Item # | Lot: METER BOXES AND METER BOX LIDS | Qty | Unit | Price | Total | Notes |
| PSUT-19-02--03-01 | CARSON DBLE PLASTIC BOX ONLY - 012 | 2000 | each | \$ 33.70 | \$ 67,400.00 | |
| PSUT-19-02--03-02 | CARSON DBLE PLASTIC LID ONLY - 012 W/CAST IRON READER | 2000 | each | \$ 20.40 | \$ 40,800.00 | |

| | | | | | | |
|-------------------|---|------|------|----------|--------------|--|
| PSUT-19-02--03-03 | CARSON SINLGE PLASTIC BOX ONLY - TRUSS T 1015 | 500 | each | \$ 12.00 | \$ 6,000.00 | |
| PSUT-19-02--03-04 | CARSON SINLGE PLASTIC LID ONLY- TRUSS T 1015 W/CAST IRO | 1000 | each | \$ 12.00 | \$ 12,000.00 | |
| PSUT-19-02--03-05 | DUAL H DOUBLE CEMENT BOX | 150 | each | | | Ferguson advised that they would not be able to honor the pricing on this line item. |
| PSUT-19-02--03-06 | DUAL H DOUBLE CEMENT LID ONLY W/CAST IRON READER | 200 | each | | | |
| PSUT-19-02--03-07 | SINGLE CEMENT BOX | 150 | each | | | Ferguson advised that they would not be able to honor the pricing on this line item. |
| PSUT-19-02--03-08 | SINGLE CEMENT LID W/ CAST IRON READER | 150 | each | \$ 32.00 | \$ 4,800.00 | |
| PSUT-19-02--03-09 | FIBERLYTE LID FL1416 P "WATER METER" W/ 2 AMR HOLES | 500 | each | \$ 66.00 | \$ 33,000.00 | Qualified for 2nd Bid, reduced price from \$67.50 to \$66.00 |
| PSUT-19-02--03-10 | FIBERLYTE LID FL09P01-3 "WATER METER" W/ 1 AMR HOLE | 100 | each | | | |
| PSUT-19-02--03-11 | 66 BOX CEMENT | 100 | each | | | Ferguson advised that they would not be able to honor the pricing on this line item. |
| PSUT-19-02--03-12 | 66 BOX LID | 100 | each | | | Ferguson advised that they would not be able to honor the pricing on this line item. |
| PSUT-19-02--03-13 | LIGHT DUTY 17x30 BOX PLASTIC | 100 | each | | | |
| PSUT-19-02--03-14 | LIGHT DUTY 17x30 LID PLASTIC | 100 | each | | | |

\$ 164,000.00

| | | | | Ferguson Enterprises Inc. | | |
|-------------------|--|-----|------|---------------------------|--------------|-------|
| Item # | Lot: PARTS LIST FOR LIFT STATION REHAB | Qty | Unit | Price | Total | Notes |
| PSUT-19-02--04-01 | 4" Suction Lines (Stainless Steel) | 20 | each | \$ 1,075.00 | \$ 21,500.00 | |
| PSUT-19-02--04-02 | 6" Suction Lines (Stainless Steel) | 10 | each | \$ 1,200.00 | \$ 12,000.00 | |
| PSUT-19-02--04-03 | 4" x 4" x 4" T's MJ | 10 | each | \$ 148.00 | \$ 1,480.00 | |
| PSUT-19-02--04-04 | 6" x 6" x 4" T's MJ | 5 | each | \$ 235.00 | \$ 1,175.00 | |
| PSUT-19-02--04-05 | 4" 90 Degrees MJ | 40 | each | \$ 130.00 | \$ 5,200.00 | |
| PSUT-19-02--04-06 | 6" 90 Degrees MJ | 30 | each | \$ 203.00 | \$ 6,090.00 | |
| PSUT-19-02--04-07 | valve boxes with sewer covers | 30 | each | \$ 40.00 | \$ 1,200.00 | |
| PSUT-19-02--04-08 | 6" megalugs for pvc (red) | 80 | each | \$ 26.00 | \$ 2,080.00 | |
| PSUT-19-02--04-09 | 6" megalugs for ductile iron (black) | 40 | each | \$ 21.00 | \$ 840.00 | |
| PSUT-19-02--04-10 | 4" megalugs for PVC (red) | 110 | each | \$ 22.00 | \$ 2,420.00 | |

| | | | | | | |
|---------------------|--|-----|------|-----------|-------------|--|
| PSUT-19-02--04-11 | 4" megalugs for Ductile Iron (black) | 40 | each | \$ 18.00 | \$ 720.00 | |
| PSUT-19-02--04-12 | 4" x 6' Flanged on one end Ductile Iron Pipe | 20 | each | \$ 327.00 | \$ 6,540.00 | |
| PSUT-19-02--04-13 | 6" x 6' Flanged on one end Ductile Iron Pipe | 10 | each | \$ 370.00 | \$ 3,700.00 | |
| PSUT-19-02--04-14 | 4" C900 sewer pipe (green) | 400 | each | \$ 2.50 | \$ 1,000.00 | |
| PSUT-19-02--04-15 | 6" C900 Sewer Pipe (green) | 200 | each | \$ 4.93 | \$ 986.00 | |
| PSUT-19-02--04-16 | 4" Dezurick valve with nut on top MJ | 25 | each | | | |
| PSUT-19-02--04-17 | 6" Dezurick valve with nut on top MJ | 20 | each | | | |
| PSUT-19-02--04-18 | 4" Ductile iron pipe (sewer) | 40 | each | \$ 33.00 | \$ 1,320.00 | |
| PSUT-19-02--04-19 | 6" Ductile iron pipe (sewer) | 40 | each | \$ 27.00 | \$ 1,080.00 | |
| PSUT-19-02--04-20 | Cases of Ramnek (tar strips) | 4 | each | \$ 60.00 | \$ 240.00 | |
| PSUT-19-02--04-21 | 2" meter boxes with traffic lids | 16 | each | \$ 214.00 | \$ 3,424.00 | |
| PSUT-19-02--04-22 | 4" SDR 35 (green) | 200 | each | \$ 1.00 | \$ 200.00 | |
| PSUT-19-02--04-23 | 6" SDR 35 (green) | 200 | each | \$ 2.25 | \$ 450.00 | |
| PSUT-19-02--04-24 | 4" neoprime full face gaskets | 40 | each | \$ 4.40 | \$ 176.00 | |
| PSUT-19-02--04-25 | 6" neoprime full face gaskets | 40 | each | \$ 5.70 | \$ 228.00 | |
| PSUT-19-02--04-26 | 4" Transition rubber | 40 | each | \$ 3.94 | \$ 157.60 | Qualified for 2nd Bid, reduced price from \$4.00 to \$3.94 |
| PSUT-19-02--04-27 | 6" Transition rubber | 40 | each | \$ 4.85 | \$ 194.00 | |
| PSUT-19-02--04-28 | 6" megalug T-Bolt Kits | 100 | each | | | Ferguson priced T-Bolt Only |
| PSUT-19-02--04-29 | 4" megalug T-Bolt Kits | 100 | each | | | Ferguson priced T-Bolt Only |
| PSUT-19-02--04-30 | 4" Zip Flange | 12 | each | \$ 32.10 | \$ 385.20 | |
| PSUT-19-02--04-31 | 6" Zip Flange | 12 | each | \$ 34.50 | \$ 414.00 | |
| \$ 75,199.80 | | | | | | |

| | |
|---------------------------|---|
| Vendor Preferences | Local Broward County Vendor Preference |
|---------------------------|---|