



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. ITB #2018-19/12

Description/Title: Water Meter Fittings and Water Line Accessories

Initial Contract Term: Start Date: March 6, 2019 End Date: March 5, 2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Core & Main LP

Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309

Contact: Susan Reed

Phone: 954-722-7343 Fax:

Cell/Pager: Email Address: susan.reed@coreandmain.com

Website: FEIN: 03-0550887

VENDOR AWARD

Vendor Name: Empire Pipe and Supply

Vendor Address: 40 Keys Court, Sanford FL 32773

Contact: John Kuehne

Phone: 407-295-2400 Fax:

Cell/Pager: Email Address: jkuehne@empirepipe.com

Website: FEIN: 20-5330433

VENDOR AWARD

Vendor Name: Ferguson Waterworks
Vendor Address: 1950 NW 18th St., Pompano Beach, FL 33069
Contact: Drew Petonick
Phone: 954-973-8100 Fax: 954-971-3134
Cell/Pager: _____ Email Address: drew.petonick@ferguson.com
Website: _____ FEIN: 54-1211771

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 7025 Northwinds Drive NW, Concord, NC 28147
Contact: Sheri Smith
Phone: 704-788-9859 Fax: 704-788-9894
Cell/Pager: _____ Email Address: sheri.smith@fortiline.com
Website: www.doorsystemsfl.com FEIN: 57-0819190

VENDOR AWARD

Vendor Name: Lehman Pipe and Supply
Vendor Address: 3575 NW 36th Street, Miami, FL 33142
Contact: Josh Aberman
Phone: 305-576-3054 Fax: _____
Cell/Pager: _____ Email Address: josh@lehmanpipe.com
Website: _____ FEIN: 59-0576183

SECTION #2	AWARD/BACKGROUND INFORMATION	
Award Date:	<u>March 6, 2019</u>	Resolution/Agenda Item No.: <u>2019/024</u>
Insurance Required:	Yes <u>X</u>	No _____
Performance Bond Required:	Yes _____	No <u>X</u>

SECTION #3	LEAD AGENCY	
Agency Name:	<u>City of Deerfield Beach</u>	
Agency Address:	<u>401 SW 4th Street, Deerfield Beach, FL 33441</u>	
Agency Contact:	<u>Christine Miller, Senior Buyer</u>	Email <u>cdmiller@deerfield-beach.com</u>
Telephone:	<u>954-480-4415</u>	Fax: <u>954-480-4388</u>

RESOLUTION NO. 2019/024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB 2018-19/12 WATER METER FITTINGS AND WATER LINE ACCESSORIES, TO FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., CORE & MAIN LP, LEHMAN PIPE & PLUMBING SUPPLY CO., AND EMPIRE PIPE AND SUPPLY COMPANY, INC., ("AWARDEES") FOR THE PURCHASE OF WATER METER FITTINGS AND WATER LINE ACCESSORIES FOR USE IN THE WATER DISTRIBUTION SYSTEM; AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE AWARDEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Water Meter Fittings and Water Line Accessories. ITB #2018-19/12 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 2, 2019, and the notice was also sent to seventy-two prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, twelve (12) vendors viewed the ITB documents; and

WHEREAS, on February 4, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed five (5) responses which were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services Department, and the recommendations for award are made to each bidder with the greatest overall percentage discount on the catalog price for each individual product required in the Bid; and

WHEREAS, the Division recommends that the City Commission approve awards of the ITB to the Awardees and authorize execution of contracts with the Awardees for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/12 for Water Meter Fittings and Water Line Accessories to the Awardees.

Section 3. The City Manager is hereby authorized to execute 3-year contracts with the Awardees consistent with the terms and conditions of the ITB and in amounts not to exceed the total applicable budget allocations for each applicable fiscal year, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

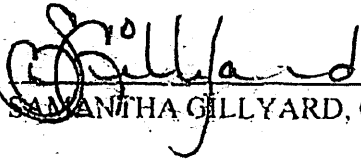
PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2019.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Ferguson Waterworks, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 19/024

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 **COMPLAINTS AND DISPUTES:** All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.
- 6.4 **THIRD PARTY BENEFICIARIES**
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.
- 6.5 **NOTICES**
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Ferguson Waterworks
Attn: Drew Petonick
1950 NW 18 Street
Pompano Beach, FL 33069
954-973-8100

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.


6.12 REPRESENTATION OF AUTHORITY

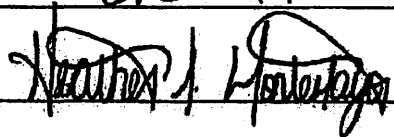
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.


6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:


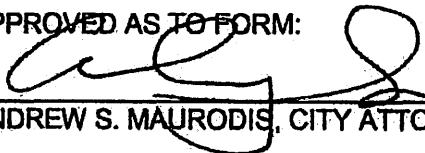


CITY OF DEERFIELD BEACH
By: 
BURGESS HANSON, CITY MANAGER
Date: 3/26/19

ATTEST:


SAMANTHA GILLIARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

FERGUSON WATERWORKS
(Name of Corporation)

(Secretary)

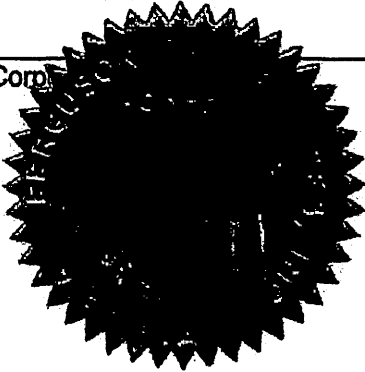
By _____
(Signature)

(Corp)

DREW PATRICK
(Type Name/Title)

Signed Above)

26 day of FEBRUARY, 2019.



[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

___ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Fortiline, Inc. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 6.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Fortline, Inc.
Attn: Sheri Smith
7026 Northwinds Drive, NW
Concord, NC 28147
704-788-9859

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY


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

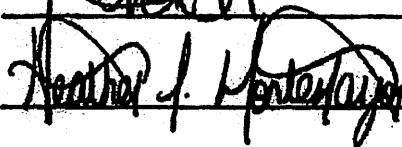
6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





Heather J. Montoya

CITY OF DEERFIELD BEACH

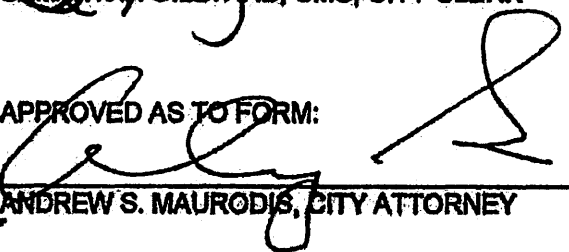
By: 
BURGESS HANSON, CITY MANAGER

Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, OMC, CITY CLERK

APPROVED AS TO FORM:


FOR ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

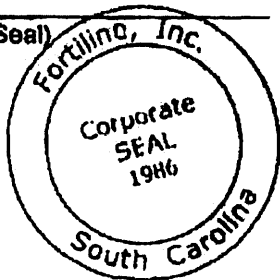
(If incorporated sign below.)

CONTRACTOR

ATTEST.

John Tomasso
JOHN TOMASSO
(Secretary)

(Corporate Seal)



Fortline, Inc
(Name of Corporation)

By [Signature]
(Signature)

Richard L. Williams, Vice President
(Type Name/Title Signed Above)

25 day of February, 2017

(If not incorporated sign below.)

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories, ITB #2018-19/12**

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Core and Main LP, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 ___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 **COMPLAINTS AND DISPUTES:** All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 **THIRD PARTY BENEFICIARIES**
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 **NOTICES**
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Core and Main LP
Attn: Susan Reed
4310 NW 10 Avenue
Oakland Park FL 33309
954-772-7343

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.


6.12 REPRESENTATION OF AUTHORITY

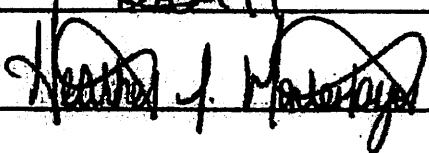
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.


6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses: 

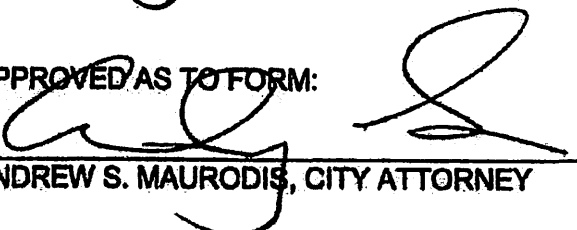


CITY OF DEERFIELD BEACH
By: 
BURGESS HANSON, CITY MANAGER
Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)

By _____
(Signature)

Signed Above) (Type Name/Title

____ day of _____, 20____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

[Signature]

[Signature]

Core & Main LP
(Name)

By *Susan Reed*
(Signature)

Susan Reed, Municipal Sales Coordinator
(Type Name Signed Above)

27 day of February, 2019.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

DELEGATION OF AUTHORITY

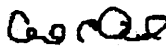
I, Charles E. Reed, Regional Vice President of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Susan Reed (the "Delegate"), to execute and deliver the Contract for Water Meter Fittings and Water Line Accessories – ITB #2018-19/12 (the "Document") to the City of Deerfield Beach, Florida, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this 2/26/2019.

CORE & MAIN LP, a Florida limited partnership

By: 
Charles E. Reed
Regional Vice President

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Lehman Pipe and Supply, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 ___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof;

however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Lehman Pipe and Supply
Attn: Josh Aberman
3575 Northwest 36 Street
Miami, FL 33142
305-576-3054

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or

supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

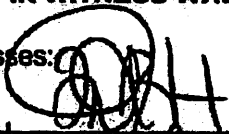
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

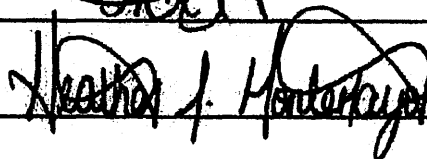
6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





Heather J. Montebryer

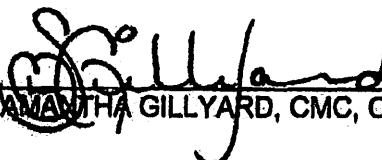
CITY OF DEERFIELD BEACH

By: 

BURGESS HANSON, CITY MANAGER

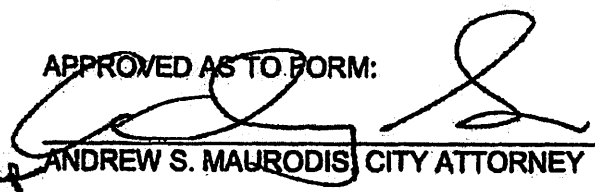
Date: 3/26/19

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

LEHMAN PIPE & PLUMBING SUPPLY, INC.

(Name of Corporation)

Herdi Lehman

(Secretary)

By [Signature]

(Signature)

Josh Aberman Executive Vice President

(Corporate Seal)

(Type Name/Title

Signed Above)

22nd day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

___ day of _____, 20__.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Empire Pipe and Supply, (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/12 (the ITB) the CITY accepted competitive bids for Water Meter Fittings and Water Line Accessories (the Products); and

WHEREAS, the product is delineated in the ITB; and

WHEREAS, this Contract represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group; and

WHEREAS, this Contract, the ITB and the CONTRACTOR's Submittal constitute the entire Contract and describe the product to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB the CITY has determined that the CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Product on March 5, 2019, Resolution No 20 ___/___;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCTS

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the ITB, together with the response to the ITB of CONTRACTOR, Exhibit "A" shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the Detailed Specifications are a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this Contract may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products or services listed in the ITB, or any aspect of the Products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial contract term shall be three (3) years beginning on 3/6/2019 and ending 3/5/2022. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal contract.
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COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
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TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
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MISCELLANEOUS

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FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Empire Pipe and Supply
Attn: James Mathis
40 Keys Court
Sanford, FL 32773
407-295-2400

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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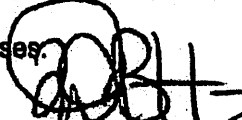
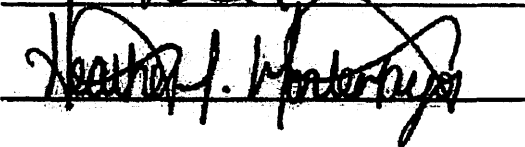
6.12 REPRESENTATION OF AUTHORITY


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

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

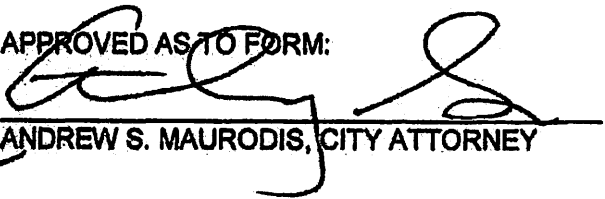
Witnesses: 


CITY OF DEERFIELD BEACH
By: 
BURGESS HANSON, CITY MANAGER
Date: 3/26/19

ATTEST:


SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:


ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Empire Pipe Orlando LLC
(Name of Corporation)

Kelly Can
(Secretary)

By James Mathis
(Signature)

James Mathis - Vice President
(Type Name/Title)

(Corporate Seal)

Signed Above)

21 day of February, 2019.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

___ day of _____, 20___.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

- a. The City of Deerfield Beach uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses will only be accepted from Offeror's who have submitted a response through the eProcurement Marketplace by the Close Date and Time indicated. Offerors are strongly encouraged to read the various Supplier Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for an Offeror's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b. All information submitted by Offeror shall be typewritten, scanned as an attachment, or provided as otherwise instructed to in the solicitation. Offerors shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- c. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.
- d. All responses will become the property of the City of Deerfield Beach. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- e. Responses will be publicly opened in the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. Offerors and the Public are invited to attend. Only the Offeror's name will be read aloud, unless for construction or repairs on a public building or public work. Offeror will be tabulated and made available for review by the Public at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier; unless for construction or repairs on a public building or public work, in which case the price will be made available immediately.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. The documents and information the City requires each Offeror to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not

inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Offeror in response to specific requirements stated herein or through the competitive solicitation.

SECTION II - EVALUATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and secure the solicited products and services by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Evaluation Procedures

- a. Responses will be evaluated to ensure each response received **(i.)** fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance (Responsive), **(ii.)** Offeror is fully capable to meet all of the requirements of the solicitation and subsequent contract, possesses the full capability, including financial and technical, to perform as contractually required and is able to fully document the ability to provide good faith performance (Responsible), **(iii.)** and Offeror is in the business of providing the products and/or services required and possesses sufficient financial support, equipment, and organization to insure that it can satisfactorily perform the work if awarded a contract (Qualified). Matter of responsiveness, responsibility, and qualifications are further defined in the General Terms and Conditions. Additionally, minimum qualifications, including licensing and certification requirements, may be stated in the Special Terms and Conditions.
- b. The City may require visits to the Offeror's facilities to inspect record keeping procedures, staff, facilities, and equipment at any point during the evaluation process.

2. Contract Award

- a. The City shall determine which Offerors are responsible and responsive, quoting the greatest discounts for the items indicated on Attachment B - Bid Schedule. It is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer's catalogs listed in Section VI – Technical Specifications. Bidders may bid multiple manufacturer's catalogs and price listed in Section VI – Technical Specifications. The successful Offeror shall be responsible for supplying each participating agency with the catalog/price list awarded, in the format requested by the participating agency, within ten (10) days of notice of award.
- b. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- c. An award recommendation will be made by the using department director with the concurrence of the Purchasing Division and Contract Administration Division to the lowest,

responsive and responsible offeror able to meet the requirements of the bid specifications.

- d. Award recommendations will be presented to the City Commission for their final approval. The City Commission has full discretion to reject all bids and waive minor irregularities in the bid.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Other Governmental Agencies

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the City. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the City. None of the participating governmental agencies shall be deemed or construed to be a party to any contract executed by and between any other governmental agency and the Contractor(s) as a result of this procurement action.

2. Independent Contractor

The Offeror represents itself to be an independent business offering such products and/or services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Offeror shall assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

3. Subcontractors

If the Offeror proposes to use subcontractors in the course of providing these products and/or services to the City, this information shall be a part of the Offeror's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. Contractors may also propose in writing the use of subcontractors during the term of the contract or changes to subcontractors during the term of the contract; the City reserves the right to approve or disapprove of any modifications to subcontractors during the term of the contract with shall not be unreasonably withheld and provided in writing. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

4. Addenda, Changes, and Interpretations

It is the sole responsibility of the Offeror to notify the Buyer in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Last Date for Questions" as indicated in the "Tentative Schedule of Events". Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All requests from Offerors and explanations from the

City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Offeror will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Offeror to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

5. Multiple Responses

More than one response to competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Offeror is involved, except for circumstances where Offeror is subcontractor of another Offeror's response. If there is reason to believe that collusion exists between Offerors, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

6. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the contractor of their performance responsibilities.

7. Mistakes

Offerors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Offeror to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

8. Costs Incurred

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

9. Withdrawal of Responses

Any response may be withdrawn up until the close date and time. Any response not so withdrawn shall upon close date and time constitute as an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Offeror warrants by virtue of submitting the response that the response and any prices quoted in the response will be firm for acceptance by the City for a period of ninety (90) days from the close date unless otherwise agreed upon by the City and Offeror.

10. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Offerors or, does not affect the fundamental fairness of the solicitation process.

11. Responsiveness

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

12. Responsibility

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

13. Offeror's Qualifications

Offeror shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, and organization to insure that it can satisfactorily perform the work if awarded a Contract. The City shall have the right to investigate the financial condition, experience record, qualifications, and references of each Offeror and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements. Offeror shall satisfy each of the following requirements cited below. Failure to do so may result in the response being deemed non-responsive or rejected. **(a)** Offeror, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission. **(b)** Offeror, including any principal, officer, agent, or proposed subcontractor of Offeror, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

14. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting Contract, the inconsistency shall be resolved by giving precedence in the following order: **(a)** The Contract **(b)** Attachments, the offeror response and Enclosures of the competitive solicitation document whether attached thereto or incorporated by reference **(c)** Scope of Services/Work and Technical Specifications, **(d)** Special Terms and Conditions, **(e)** General Terms and Conditions.

15. Licenses and Certifications

The Offeror shall be appropriately licensed to perform the work and provide the products and services required. Offeror shall possess by the closing date and time all required licenses and certifications; unless the issuance of such license or certification is contingent upon the work to be performed under the resulting contract. The Offeror shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the Response as a matter of responsiveness.

16. Insurance and Surety Bonds

The Offeror's response shall include evidence of insurability meeting the minimum insurance requirements attached herein and evidence of Offerors ability to obtain required surety bonds, when insurance and surety bonds are required. The successful Offeror shall not commence the

work or otherwise perform the work as required by the resulting Contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and required surety bonds have been received and approved by the City. The Offeror shall assume full responsibility and expense to obtain all necessary insurance and surety bonds.

17. Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all responses received and shall govern any and all claims and disputes which may arise between person(s) submitting a response and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Offeror shall not constitute a cognizable defense against the legal effect thereof.

18. Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Offeror intends to protest a solicitation or proposed award the following shall apply: **(a)** Any respondent (also known as Bidder/Proposer) to competitive solicitation who is aggrieved in connection with the pending award of a competitive solicitation or any element of the process leading to the award of a competitive solicitation may protest to the Purchasing Manager. A protest must be filed no later than the close of business of the fifth business day after the first date that the respondent to the competitive solicitation knew or should have known of the facts giving rise to the protest, but no later than the close of business on the fifth business day after notification of notification of intent to award or notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. It shall be the sole responsibility of the respondent to verify the operating hours of the City. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Manager together with the protest fee. Delivery may be by hand delivery, regular mail, certified mail, or electronic mail. **(b)** Upon receipt of a protest of the pending award of a competitive solicitation, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Bidders/Proposers of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder/Proposer may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager within three (3) business days of receipt of such notice. Delivery may be by hand delivery, regular mail, certified mail, or electronic mail. **(c)** The Purchasing Manager shall require a protest fee from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the City. The protest fee shall be in the form of a cashier's check, or a payment bond. For term contracts that provide for an annual expenditure amount, the protest fee shall be in the amount of (i) \$1,000.00 for pending estimated contract awards in the annual amount of \$100,000.00 or less, or (ii) one percent of the annual amount of the pending award for estimated contract amounts that exceed \$100,000.00 per year, with a maximum deposit of \$10,000.00. For all other contracts, the protest fee shall be in the amount of (i) \$1,000.00 for pending estimated contract awards in the amount of \$250,000.00 or less, or (ii) one percent of the total amount of the pending award for the

estimated contract amounts that exceed \$250,000.00, with a maximum deposit of \$10,000.00. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City's estimated contract price, in the City's sole opinion. **(d)** The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest. **(e)** The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the relief requested by the protest, fashion relief or remedial action as it deems appropriate, or reject all responses and begin the competitive solicitation process again.

19. Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows: **(a)** A Cone of Silence shall be in effect during a Competitive Solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract. **(b)** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the selection committee. **(c)** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing and Contract Administration Division staff for the City. **(d)** Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the City Commission.

20. Disadvantaged Business Enterprise Program

The City of Deerfield Beach hereby establishes a disadvantaged business enterprise program to encourage and foster the participation of Certified Business Entities (CBEs), in the city's competitive solicitation process by providing preference to CBEs as detailed in Section 38-142 of the City of Deerfield Beach Code of Ordinances. The City will accept CBEs including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs), and veteran business enterprises (VBEs) certifications from Offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. **(a)** During the course of a competitive solicitation when a responsive, responsible non-CBE submits the lowest price bid,

and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the purchasing and contract administration division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE. The price bid by the non-CBE shall not be revealed if subject to section 38-127(5), Exemptions from the public records and public meeting requirements. **(b)** Contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE. **(c)** For all other competitive solicitations where the objective factors used to evaluate the responses from proposers are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent. **(d)** In the case where an offeror is claiming CBE participation by the use of subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Offeror shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement. **(e)** A bidder or proposer shall complete, fully execute, and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements. **(f)** For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference. **(g)** In order to participate in the disadvantaged business enterprise program, offeror shall have no history within the prior five years of non-performance, delinquent fees, liens, or code violations. **(h)** The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.

21. Ethics Code

Offerors are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX Code of Ordinances. The City Commission will strictly apply the Ethics Code. Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Offeror shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

22. Public Records / Confidential Information

(a) Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with an Offeror's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. **(b)** If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer

must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. **(c)** Pursuant to Section 119.0701(2)(a), Florida Statutes, the proposer must keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

23. Excluded Parties from the Competitive Solicitation Process

(a) Public Entity Crime -A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract 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 public entity, may not be awarded or perform work as a Proposer, 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 thirty-six (36) months from the date of being placed on the convicted vendor list. **(b)** Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder or proposer: **(i)** 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 **(ii)** Is engaged in business operations in Cuba or Syria. **(c)** Pursuant to Section 287.135, Florida Statutes, a bidder or proposer may not bid on or submit a proposal for goods or services if at the time of bidding or submitting a proposal, the bidder or proposer 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.

24. Anti-Collusion

Pursuant to Chapter 838 Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Offeror certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, except subcontractors if they form part of the response, and has not colluded with any other Bidders or parties to a response whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Vendor List.

25. Conflict of Interest

(a) The Offeror covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. **(b)** No contract will be awarded to a Offeror who has City elected officials, officers or employees affiliated with it, unless the Offeror has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Offeror must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Offeror and removal of the Offeror from the City's Vendor List and prohibition from engaging in any business with the City.

26. Entire Agreement

This competitive solicitation, all attachments and exhibits, addenda, and the resulting Contract and/or purchase order states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. Generally, a purchase order will be issued for commodities and a contract will be issued for services. If a contract will be executed, a draft contract containing the major business concerns for the City may be attached to this competitive solicitation.

27. Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

28. Warranty

(a) Warranty of Title - The Offeror warrants that all goods and materials offered in their response or furnished under a resulting contract will be new unless otherwise specified and that Offeror possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods and materials. All goods and materials not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. **(b) Warranty of Specifications** - The Offeror warrants that all goods, materials and workmanship offered in their response or furnished under a resulting contract, whether by Offeror or its sub-contractors and suppliers, will comply with the specifications, plans, and other descriptions and requirements supplied or adopted. **(c) Warranty of Merchantability** - The Offeror warrants that the goods offered in their response or furnished under the resulting contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship. **(d) Warranty of Material and Workmanship** - The Successful Offeror (Contractor) warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City. The Successful Offeror shall provide a warranty certificate bound with manuals stating the terms and conditions of the warranty. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Successful Offeror and product manufacturers, any of the materials and workmanship is found to be defective or not in accordance with the Contract documents, the Successful Offeror shall after receipt of a written notice from the City to do so, promptly correct the condition unless the City has previously given the Successful Offeror a written acceptance of such condition. **(e) Warranty of Intellectual Property** - The Offeror warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work to be performed pursuant to this competitive solicitation and resulting contract.

29. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

30. Severability

If any term or provision of the contract pursuant to this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

31. Default and Termination

(a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. **(b)** Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. **(c)** Cancellation for Unappropriated Funds - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law.

32. Venue

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

33. Service Test Period

If the Offeror has not previously provided the goods or services to the City, the City reserves the right to require a service test period to determine if the Offeror can perform in accordance with the requirements of the Contract, to the City's satisfaction, and within the rights of the City in determining an award recommendation. The length of such test period shall be determined by the City, and shall be an appropriate timeframe for the City to effectively evaluate the goods and services offered. The service test period shall be conducted under all specifications, terms and conditions contained in the Contract.

34. Examination of Records

The Offeror shall keep adequate records and supporting documentation applicable to the subject matter of this solicitation to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Offeror for a minimum of three (3) years from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Offerors shall be authorized to retain microfilm copies in lieu of original records, if they so desire. Any subcontractor(s) employed by an Offeror who is subject to these requirements and the Offeror is required to so notify any such subcontractor(s).

35. Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the contractor shall assist City of Deerfield Beach to insure an orderly transfer of responsibility and/or continuity of those products and services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities: **(a)** The contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach. **(b)** The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

36. Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best interest of the City in its sole discretion.

37. Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Offeror until the delivery of completed project and facilities to the City, and inspection and final acceptance of the entire project by the City. Title to all goods, chattel and facilities shall pass to City upon delivery and acceptance of the goods by City as evidenced in writing.

SECTION IV - SPECIAL TERMS AND CONDITIONS

1. Draft Contract

A draft copy of the Contract is attached to this competitive solicitation and includes the major business concerns for the City. The City reserves the right to negotiate a final contract with the Offeror being recommended for award. The final contract to be presented to the City Commission for award may include mutually negotiated and agreed upon terms and conditions including but not limited to changes in quantities, prices, scope of services, or other contract provisions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response. The final Contract need not be in the same form as the draft contract.

2. Nonexclusive Contract

Offeror agrees and understands that any contract entered into pursuant to this competitive solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3. Delivery

(a) All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the contract. **(b)** Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery. **(c)** Various co-op agencies may pick-up catalog items from the successful vendor's place of business. Catalog items which are picked up shall be priced in accordance with the percentage discount quoted in this bid. **(d)** Special order items should be delivered within twenty-one (21) calendar days after receipt of order.

4. Inventory

(a) The Contractor shall have access to adequate inventory to attain 100% fill rate on high use items, and 95% fill rate on catalog/price list items. A 100% fill rate shall mean that 100% of the high use items will be delivered within ten (10) calendar days after receipt of order. A 95% fill rate shall mean that 95% of items ordered through the catalog/price list are delivered within ten (10) calendar days after receipt of order. The City reserves the right to require proof of access to inventory. **(b)** The Contractor shall notify the ordering department of each respective agency when they are out of stock on any high use items, or other supply chain issues effected delivery. The City reserves the right to procure out of stock items from other sources in these circumstances.

5. Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Offeror's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Offeror.

6. Contract Term

(a) Initial Term and Renewal Options - The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. The City Manager shall execute any renewal contract. **(b)** Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

7. Price

(a) Offeror shall quote a firm, fixed discount for the items listed in the specifications and "Bid Line Items" tab. Prices shall include all costs associated with the products and services being solicited including labor, equipment, supplies, management, travel, etc. Percentage discounts for all products and services purchased under this contract shall remain firm for the initial contract term. **(b)** Percentage discounts during the term of the contract shall be based upon the list prices contained in the most recent and updated manufacturer's catalog or published price list. The Contractor shall be responsible for ensuring all participating agencies have the most recent and updated manufacturer's catalog or published price list. **(c)** All applicable discounts shall be extended to City and shall be part of the prices offered. Offeror may bid only one (1) discount for each Line Item. Chain discounts are not acceptable and will not be considered in determining an award. **(d)** Offeror warrants by virtue of submitting a response that prices will be firm for acceptance for a period of Ninety (90) calendar days from the date of solicitation closing, unless otherwise agreed to by both parties.

8. Price Adjustments

(a) If during the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services. **(b)** Percentage discounts for all products and services purchased resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term. **(c)** In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the CPI or industry. **(d)** The City has the right to refuse to accept a requested price increase or decrease if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does

not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be terminated for convenience.

9. Reporting Requirements

The Contractor(s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated herein.

10. Catalogs and Price Lists

The Contractor shall provide the most recent and updated manufacturer's catalog or published price list available. Catalogs/Price Lists shall be provided in both hardcopy and/or electronic (compact disc or website) format at the preference of the participating agency. Pricing shall be based on Contractor's percentage discount contained in their bid submittal and shall affect the list prices of the most recent and updated manufacturer's catalog or published price list.

11. Value-Added Items

Products and services listed in a manufacturer's catalogs or published price lists that do not pertain to this ITB or that are not listed in the Bid Schedule but are included in the same catalog or price list containing the products and services pertaining to this ITB may be offered at a percentage discount off list pricing. These items shall be referred to as Value-Added Items. Bidder's interested in offering Value-Added Items shall do so in a format consistent with the bid schedule, providing a percentage discount for a group of items when permissible. Offerings from catalogs that do not pertain to the products and services relevant to this ITB shall not be accepted. Additional sheets may be attached to the Bid Schedule for Value-Added Items.

12. Invoices and Payment

(a) Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies. **(b)** The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80

13. Safety

(a) The Successful Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments. **(b)** The Successful Offeror shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: **(i)** All employees on the work site and all other persons who may be affected thereby. **(ii)** The work and all materials and equipment incorporated therein. **(iii)** Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work. **(c)** Occupational Health and Safety - In compliance with Chapter 442, Florida Statutes, any

toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information: **(i)** The chemical name and the common name of the toxic substance. **(ii)** The hazards or other risks in the use of the toxic substance, including: **(1)** The potential for fire, explosion, corrosivity and reactivity; **(2)** The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and **(3)** The primary routes of entry and symptoms of overexposure. **(iii)** The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure. **(iv)** The emergency procedure for spills, fire, disposal and first aid. **(v)** A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. **(vi)** The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

SECTION V - INSURANCE REQUIREMENTS

The Offeror's response shall include evidence of insurability meeting the insurance requirements stated herein. The successful Offeror shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the City. The Successful Offeror shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a.** Successful Offeror shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
- b.** Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. Contractor shall be responsible to pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30)

days prior to the date of their expiration.

- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

Successful Offeror shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as follows:

- Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION VI – TECHNICAL SPECIFICATIONS

1. Purpose

The City of Deerfield Beach (City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with water meter fittings and water line accessories for use in water utility operations. Any further reference in the Invitation to Bid (ITB) to the City shall apply to all participating agencies referenced in the ITB. Because of the cooperative nature of this contract involving several agencies, the City understands that it is necessary to establish a multiple award contract for the products and services pertaining to this ITB; as current operations, inventories, and product standards differ from agency to agency. Therefore, it is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer’s catalogs or published price list listed in the Technical Specifications.

2. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and delivery address are provided in Exhibit A – Participating Agencies.

3. Product Groups

Water meter fittings and water line accessories required by the City and the subject of this ITB include, but are not limited to the following:

Group	Product Category	Group	Product Category
1	Adapters	17	Poly-Adapters
2	Meter Boxes	18	Reducer Bushing
3	Clamps	19	Resetters
4	Connectors	20	Service Saddles
5	Corporation Stops	21	Tees
6	Couplings	22	Tubing / Polypipe
7	Curb Stops	23	U Branches
8	Elbows	24	Valves
9	Flanges	25	Washers
10	Hose bibs	26	Yokes
11	Idler Pipes	27	Megalugs
12	Insert Stiffeners	28	Grip Rings
13	Meter Stops	29	Ductile Pipe
14	Nipples	30	Backflow Preventers & Pressure Valves
15	Pieces, Branch	31	Lead Free Brass Caps
16	Plugs		

4. Catalogs and Price List

Bids shall be accepted from vendors who can supply and deliver, in accordance with the

Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

terms, conditions, and specifications contained herein, one or more of the following manufacturers' catalogs / price lists. Bidders may submit substitutes; however, the City shall have full discretion and authority in the decision to accept or reject any substitutes and determining any substitute's conformity to the specifications.

- American Cast Iron Pipe
- American Flow
- American Valve
- Apollo
- A.Y. McDonald Mfg. Co.
- Buy Wholesale Company
- BMI
- Brooks
- Cambridge Brass
- Carson Brooks Industries, Inc.
- CDR Systems, Inc.
- Charter Plastics
- Clow
- CMC Howell Metal
- Curtis Marketing
- DFW Plastics, Inc.
- Dresser Piping Specialties
- EBBA Iron Sales, Inc.
- Endot Industries, Inc.
- Febco
- Fernco
- The Ford Meter Box Company, Inc.
- Hammond Valve
- Hersey
- James Jones
- JCM Industries, Inc.
- Lee Brass
- Matco-Norca
- McWane, Inc.
- Merit Brass
- Mueller Co.
- Neptune
- NIBCO, Inc.
- Oldcastle
- Pentek
- PVC
- Romac Industries, Inc.
- Smith-Blair, Inc.
- Spears Manufacturing Co.
- Star Pipe Products
- Total Piping Solutions, Inc.
- Trumbull Industries, Inc.
- Tyler Union
- Union Foundry
- US Pipe
- Watts
- Wilkins

5. Regulations and Standards

Products shall conform to all applicable federal, state, and local potable water distribution system regulations and nationally recognized standards including but not limited to:

- Environmental Protection Agency (EPA)
- American Water Works Association (AWWA)
- National Sanitation Foundation (NSF)
- American National Standards Institute (ANSI)
- ASTM International (ASTM)

Water Meter Filings and Water Line Accessories, ITB #2018-19112

Agency Name	Estimated Annual Expenditure	Contact Person	Address	Phone	Fax	Email	Delivery Contact Person	Delivery Address	Delivery Phone	Delivery Fax	Delivery Email
City of Boca Raton Broward County - Water and Wastewater Services	\$350,000.00 \$500,000.00	Janice Vassell Ellie O'Connell	1401 Glades Road, Boca Raton, FL 33431 2555 West Capenas Road, Pompano Beach, FL 33062	561-338-7302 954-831-0935	561-338-7245 954-831-0976	javassell@bocaonline.com eoconnell@broward.org	Utilities Services - Justin Powell Water and Wastewater Services - Warehouse Water Treatment Plant 1A (District 1) Water Treatment Plant 2A (District 2) FL 33064 3A Distribution Facility (District 3) 8999 SW 40th Avenue, Fort Lauderdale, North Regional Wastewater Treatment Plant (District 4)	1401 Glades Road, Boca Raton, FL 33431 2555 West Capenas Road, Pompano Beach, FL 33069 3701 N. State Road 7, Lauderdale Lakes, FL 33319 13901 NE 50th Street, Pompano Beach, FL 33064 8999 SW 40th Avenue, Fort Lauderdale, North Regional Wastewater Treatment Plant (District 4) 11791 SW 48th Street, Cooper City, FL 33330	561-239-7319 954-831-0935	561-338-7245 954-831-0976	javassell@boca.us
City of Cooper City	\$25,000.00	Chad Bergeron	11791 SW 48th Street, Cooper City, FL 33330	954-434-5519		cbergeron@coopercityfl.org	Utilities - Chad Bergeron	11791 SW 48th Street, Cooper City, FL 33330	954-434-5519		cbergeron@coopercityfl.org
City of Coral Gables		Procurement Department	2890 SW 72nd Avenue, Miami, FL 33185	305-460-5102		Ehernandez2@coralgables.com	Project Manager	2890 SW 72nd Avenue, Miami, FL 33185	305-460-5102		
City of Coral Springs	\$40,000.00	Jesse Ellis	4046 NW 121st Avenue, Coral Springs, FL 33065	954-345-2237	954-345-2238	jellis@coralsprings.org	Jesse Ellis	1201 Sliding Road, Dania Beach, FL 33004	954-345-2237 954-324-6808	954-345-2238	jellis@coralsprings.org
City of Dania Beach	\$50,000.00	Tania Stevens	100W Dania Beach Boulevard, Dania Beach, FL 33004	x3671	954-922-5619	stevens@danibeachfl.gov	Public Services - Jose Uribecho	1201 Sliding Road, Dania Beach, FL 33004	954-324-6808 x3746		uribecho@danibeachfl.gov
Town of Davie	\$20,000.00	Christina Semeraro	6591 Orange Drive, Davie, FL 33314	954-797-1132		Christina_Semeraro@davie-fl.gov	Billie Peale	3500 NW 76th Avenue, Davie, FL 33314	954-797-3747		bpeale@davie-fl.gov
City of Deerfield Beach	\$190,000.00	Christine Miller	401 SW 4th Street, Deerfield Beach, FL 33441	954-480-4415	954-480-4388	cmiller@deerfield-beach.com	Environmental Services/Utilities Maintenance - Patrick Aulley	200 Goolbsy Boulevard, Deerfield Beach, FL 33441	954-480-4400	954-480-4345	PAulley@Deerfield-Beach.com
City of Hillandale Beach	\$45,000.00	Michael Jordan	630 NW 2nd Street, Hillandale Beach, FL 33064	954-457-1623	954-457-1624	m.jordan@cobh.org	Michael Jordan	630 NW 2nd Street, Hillandale Beach, FL 33064	954-457-1623		m.jordan@cobh.org
Town of Hillsboro Beach	\$15,000.00	Eliot Ganey	925 E Sample Road, Pompano Beach, FL 33064	954-703-0623	954-941-8904	egaray@townofhillsborobeach.com	Water Department	925 E Sample Road, Pompano Beach, FL 33064	954-703-0623	954-941-8904	egaray@townofhillsborobeach.com
City of Hollywood	\$75,000.00	Elizabeth Stavrakis	1801 N. 21st Avenue, Hollywood, FL 33020	954-924-2986	954-967-4574	estavrakis@hollywoodfl.org	Elizabeth Stavrakis	1801 N. 21st Avenue, Hollywood, FL 33020	954-924-2986		estavrakis@hollywoodfl.org
City of Margate	\$65,000.00	Spencer Shambay	5790 Margate Boulevard, Margate, FL 33063	954-895-5346	954-895-5258	alfraser@nlauderdale.org	Mike Bush	3805 NW 56th Avenue, Margate, FL 33063	954-872-0828	954-872-7949	mbush@margatefl.com
City of North Lauderdale	\$175,000.00	Ann Marie Friszer	1190 NE 3rd Avenue, North Lauderdale, FL 33068	954-597-4718	954-597-4818		Neil Buckenidge / Kenneth Thomas	1190 NE 3rd Avenue, North Lauderdale, FL 33068	954-597-4757 954-597-4857		nbuckenidge@nlauderdale.org
City of Oakland Park	\$50,000.00	Maggie Turner	3650 NE 12th Avenue, Oakland Park, FL 33334	954-630-4256		maggie@oaklandparkfl.gov	Public Works Dept. - Fernando Martinez	5300 NE 12th Terrace, Oakland Park, FL 33334	954-630-4441		fernandez@oaklandparkfl.gov
City of Plantation	\$45,000.00	Charles Spencer	400 NW 73rd Avenue, Plantation, FL 33317	954-797-2847	954-797-2849	E.Spencer@plantation.org	Traci Shulerburg	700 NW 91st Avenue, Plantation, FL 33324	954-414-8899		traci@plantation.org
City of Pompano Beach	\$200,000.00	Frankie Chevare	1190 NE 3rd Avenue, Pompano Beach, FL 33060	954-786-4110		frankie.chevare@copbfl.com	Frankie Chevare	1190 NE 3rd Avenue, Pompano Beach, FL 33060	954-786-4110		frankie.chevare@copbfl.com
City of Sunrise	\$250,000.00	Victoria Hernandez	33351 W. Oakland Park Blvd, Sunrise, FL 33351	954-722-2276		vhernandez@sunrisefl.gov	Steven Baez	14150 NW 8th Street, Sunrise, FL 33325	954-898-6098	954-845-6881	sbaez@sunrisefl.gov
City of Tamarac	\$75,000.00	Keith Glatz	7525 NW 88th Avenue, Tamarac, FL 33321	954-597-3570	954-597-3567	keith.glatz@tamarac.org	Utilities Division - Michael Christopher Roberson	10101 State Street, Tamarac, FL 33321 1100 Wellington Traca, Wellington, FL 33414	954-597-3767 561-791-4000	954-597-3760	Michael.christopher@tamarac.org
Village of Wellington	\$150,000.00	Maria Misserandino	12300 W. Forest Hill Boulevard, Wellington, FL 33414	561-791-4154	561-904-6806	mmisserandino@wellingtonfl.gov	Water Treatment Facility - Corey Roberson	1100 Wellington Traca, Wellington, FL 33414	561-791-4000		ahoner@westonfl.org
City of Weston	\$10,000.00	Ashanti Horner	2599 South Post Road, Weston, FL 33327	954-385-2600		ahoner@westonfl.org	Ashanti Horner	2599 South Post Road, Weston, FL 33327	954-385-2600		ahoner@westonfl.org

ATTACHMENT A - REFERENCES

List the five (5) most recent firms that Offeror has provided, or is currently providing, similar goods and services to. Government agency references are preferred.

1. Name of Firm or Agency:

Address:
City/State/Zip:
Contact: Title:
Telephone: Email:
Scope of Work:

2. Name of Firm or Agency:

Address:
City/State/Zip:
Contact: Title:
Telephone: Email:
Scope of Work:

3. Name of Firm or Agency:

Address:
City/State/Zip:
Contact: Title:
Telephone: Email:
Scope of Work:

4. Name of Firm or Agency:

Address:
City/State/Zip:
Contact: Title:
Telephone: Email:
Scope of Work:

5. Name of Firm or Agency:

Address:
City/State/Zip:
Contact: Title:
Telephone: Email:
Scope of Work:

Note: Additional references may be provided

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ATTACHMENT B – BID SCHEDULE

1. The undersigned, hereafter called the Bidder, hereby agrees to supply the products and/or services at the percentage discounts bid in accordance with the terms, conditions and specifications contained in this ITB.
2. Bidders submitting percentage discounts for more than one Catalog/Price List shall use one duplicate copy of this Bid Schedule, pages one (1) through four (4), for each additional Catalog/Price List.
3. Product Groups that do not apply to a Catalog/Price List shall not be left blank. Instead, place a N/A in the column of the appropriate Product Group row.

Catalog / Price List Name:

Catalog / Price List Number:

Column Pricing Quoted:

Effective Catalog / Price List Date:

Frequency of Updates:

Product Groups	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 – Adapters	
Adapters, Stainless	
Adapters, Meter	
Group #2 - Meter Boxes	
Group #3 – Clamps	
Clamps, Pipe, Stainless Steel	
Clamps, Repair, Stainless Steel with Stainless steel bolts	
Clamps, Repair, Stainless Steel with cast lugs	
Group #4 - Connectors, Hose	
Group #5 - Corporation Stops	
Group #6 - Couplings	
Couplings, Brass	
Couplings, Compression	

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Product Groups	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Couplings, Meter	
Couplings, Pack Joint	
Couplings, Quick Connect	
Couplings, Straight	
Group #7 - Curb Stops	
Group #8 - Elbows	
Group #9 - Flanges	
Flanges, Bronze, Meter	
Flanges, Oval Brass	
Group #10 - Hose Bibs	
Group #11 - Idler Pipes	
Group #12 - Insert Stiffeners	
Group #13 - Meter Stops	
Group #14 - Nipples, Brass	
Group #15 - Pieces, Branch	
Group #16 - Plugs, Standard Brass	
Group #17 - Poly-Adapters x Compression Brass	
Group #18 - Reducer Bushings	
Group #19 - Meter Resetters	
Group #20 - Service Saddles	
Group #21 - Tees	
Group #22 - Tubing	
Tubing, Copper	
Tubing, Poly	
Group #23 - U-Branches	
Group #24 - Valves	
Valve Assemblies, Key Branch	

Water Meter Fittings and Water Line Accessories, ITB #2018-19/12

Product Groups	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Valves, Angle Meter	
Valves, Ball Meter	
Valves, Check	
Valves, Gate	
Group #25 - Washers	
Washers, Rubber	
Washers, Fiber	
Group #26 - Yokes	
Group #27 - Megalugs	
Group #28 - Grip Rings 4"-12"	
Group #29 - Ductile	
Ductile Pipe 4" – 64"	
Ductile Iron Fittings	
Ductile Iron Caps	
Ductile Iron Plugs	
Group #30 Backflow Preventers and Pressure Valves	
Group #31 Lead Free Brass Caps	

Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Unleaded Brass Weighted Average Lead Content ≤ 0.25%