



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: #2011-12/22
DESCRIPTION/TITLE: Water Meter Fittings and Water Line Accessories
CONTRACT TERM: Starts: November 1, 2012 Ends: October 31, 2015
OPTIONS OF CONTRACT: Three (3) - One (1) year periods
(Number of renewals)

SECTION #1 - VENDOR AWARD

Vendor Name: Ferguson Enterprises, Inc.
Vendor Address: 1950 NW 15th St., Pompano Beach, FL 33069
Contact: Jason Mueller, Sales Manager
Phone: 954-973-8100 **Fax:** 954-917-3134
Email Address: jason.mueller@ferguson.com

Vendor Name: Fortiline Waterworks, Inc.
Vendor Address: 8920 SW Glades Cut-Off Rd., Port St. Lucie, FL 34986
Contact: Greg Panasuk, Municipal Sales
Phone: 772-408-1960 **Fax:** 772-408-1963
Email Address: greg.panasuk@fortiline.com

Vendor Name: HD Supply Waterworks, LTD.
Vendor Address: 4310 NW 10th Avenue, Oakland Park, FL 33309
Contact: Susan Helms, Municipal Sales Coordinator
Phone: 954-772-7343 **Fax:** 954-772-0443
Email Address: susan.helms@hdsupply.com

Vendor Name: Lehman Pipe & Plumbing
Vendor Address: 230 NW 29th Street, Miami, FL 33127
Contact: Josh Aberman
Phone: 305-576-3054 **Fax:** 305-576-3066
Email Address: josh@lehmanpipe.com

Vendor Name: Mariflow Industries, Inc.
Vendor Address: 140 Commerce Road, Boynton Beach, FL 33426
Contact: Brandon Marino, President
Phone: 561-582-7800 **Fax:** 561-431-4660
Email Address: sales@mariflow.com

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: October 16, 2012 **Resolution/Agenda Item No.:** 2012/197
Insurance Required: No
Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: David Santucci, Purchasing Manager
Telephone: 954-480-4380 **Facsimile:** 954-480-4388
Email: dsantucci@deerfield-beach.com

RESOLUTION NO. 2012/197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING CONTRACTS WITH FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., HD SUPPLY WATERWORKS, LTD, LEHMAN PIPE & PLUMBING SUPPLY CO., MARIFLOW INDUSTRIES, INC.

WHEREAS, the City of Deerfield Beach served as the lead agency for Southeast Florida Governmental Cooperative Purchasing Group Bid #2011-12/22 for the purchase of water meter fittings and water line accessories; and

WHEREAS, the City received eight (8) responsive bids; and

WHEREAS, the bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department; and

WHEREAS, the recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP; and

WHEREAS, the Bidders being recommended for award, in accordance with the Award Summary, are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc.;

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

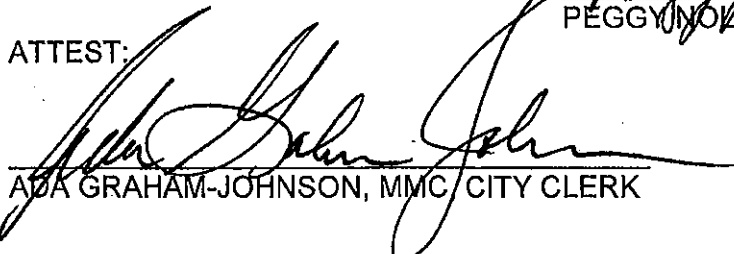
Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission does hereby approve the contracts with Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc. The Mayor and/or the City Manager are hereby authorized to execute any appropriate documents.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF OCTOBER, 2012.


PEGGY NOLAND, MAYOR

ATTEST:

AJA GRAHAM-JOHNSON, MMC CITY CLERK



Item:

CITY OF DEERFIELD BEACH Request for City Commission Agenda

Agenda Date Requested: October 16, 2012

Contact Person: David Santucci, Purchasing Manager

Description: Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

Fiscal Impact: Estimated Annual Expenditure is \$190,000.00

Budget Line Item Number and Title: Account Number 401-5030-536-35-84, "Materials and Supplies - Meters and Pipes"

Required Attachment: A Cover Memo from the Department Head to the City Manager further describing the request and providing back-up information and documents.

THIS SECTION RESERVED FOR PROCESSING OF THE REQUEST

Ordinance

Resolution

Consent Agenda

Agenda Item Type

Presentation

Written Request

Public Hearing

Public Hearing Second Reading

Quasi-Judicial Public Hearing

General Item

Comments:

ITEM APPROVED FOR THE AGENDA:

A handwritten signature in black ink, appearing to read "David Santucci".

Signature

Date



Memorandum

TO: Burgess Hanson, City Manager

FROM: Charles DaBrusco, Director of Environmental Services

DATE: October 3, 2012

RE: Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

The purpose of this agenda item is to request City Commission approval for award of contract to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. for the purchase of water meter fittings and water line accessories for use in the water distribution system.

The City of Deerfield Beach, acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group (Southeast Co-op), has competitively solicited bids for the purchase of water meter fittings and water line accessories. Staff of the Purchasing and Environmental Departments have evaluated the bids submitted and are recommending the award of contract to the vendors who provided the most competitive prices for the items in the various categories. The selected vendors are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. A memo from the Purchasing Manager is attached.

The city of Deerfield Beach annual expenditure for the items is estimated at \$190,000. Funds shall be expended from account number 401-5030-536-35-84, Materials and Supplies - Meters and Pipes.

Staff recommends to the City Commission the approval of award of Southeast Co-op Contract for the purchase of water meter fittings and water line accessories to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries.

Attachments

cc: David Santucci, Purchasing Manager
Hugh Dunkley, Director of Finance



MEMORANDUM

TO: Burgess Hanson, City Manager
FROM: David Santucci, Purchasing Manager
FOR: Contract Award
DATE: October 2, 2012
SUBJECT: **Water Meter Fittings and Water Line Accessories (Co-op Contract)
ITB #2011-12/22**

The City of Deerfield Beach is the Lead Agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group for the Water Meter Fittings and Water Line Accessories Contract. Although there were two (2) additional one (1) year renewal options available on the previous contract, it was the general consensus of City staff and other participating Coop agencies that the Contract be re-bid. This determination was made because four of the eight Contractors on the previous contract opted not to renew the contract, and major changes are occurring in the brass fittings industry; namely the federal mandate for unleaded brass fittings.

This contract is being awarded in a different manner than it was previously. In the past the Contract was awarded to all responsive and responsible bidders for all catalogs/price lists that were bid. The recommended award for this contract attempts to recognize the diversity in all participating agencies operations, product standards, and existing infrastructure while at the same time enhancing the competitive nature of the formal solicitation process by recognizing the low responsive and responsible bidder for each Catalog/Price List currently being used by the participating agencies. Furthermore, this structure will simplify contract management by making it more user friendly for end-users.

Details of the competitive solicitation process are as follows:

- On Friday, August 3, 2012 forty-eight (48) invitation letters were sent to the appropriate registered vendors with the City via e-mail, facsimile, or USPS.
- The competitive solicitation was advertised in the legal notices section of the Sun-Sentinel on Friday, August 3, 2012.
- Two (2) addenda were issued during the solicitation process to address vendor questions.
- On Wednesday, September 29, 2012 at 11:00 a.m., the due date and time, the Purchasing Division opened the responses. Eight (8) responses were received by the due date and time required.
- While tabulating the bid submittals it became apparent that a low Bidder for some Catalog/Price Lists could not be determined. The reason was there were inconsistencies in the way each Bidder responded to and provided pricing for a given Catalog/Price List. Specifically, Bidders did not provide pricing for the same groups contained within the Catalog/Price List.

- In the City's best interest letters were sent to the appropriate Bidders on September 17, 2012 affording them the opportunity to provide additional percentage discounts (not change) for Catalog/Price List groups neglected in the original bid submittal; rather than to conclude that the Catalog/Price Lists in question be removed from the Contract because an awardee could not be determined.
- All responses were received prior to the end of the thirty (30) day sealed bid period, September 28, 2012. The additional percentage discounts allowed Staff to effectively evaluate all bid submittals and percentage discounts received with the ultimate goal of determining a low bidder. Additionally, the additional percentage discounts received were consistent with the each Bidder's Bid Schedule received at the time of bid opening.

The bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department. Our recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP. The Bidders being recommended for award are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., Mariflow Industries, Inc.

Details of the award recommendation can be found in the first page of the attached Bid Tabulation. In some cases two Bidders have been recommended; either because a clear low bidder could not be determined or two bidders offered the same percentage discounts. Substitute Catalogs/Price Lists were offered, but not all were accepted. The determining factors for acceptance or rejection were; are the groups contained in the Substitute already offered in other Catalogs/Price List and does the Substitute provide a broad range of product groups.

DS

Att.: Bid Tabulation

cc: Charles DaBrusco, Director of Environmental Services
Patrick Autley, Water Utility Supervisor

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Award Summary

	Fortiline Waterworks, Inc.	Lehman Pipe & Plumbing Supply Co.	HD Supply Waterworks, LTD	Mariflow Industries, Inc.	Ferguson Enterprises, Inc.
Group #1 - Adapters	DFW & Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
Group #2 - Meter Boxes	DFW & Mueller & Old Castle Brooks	James Jones	Ford & Old Castle Carson & Pentek		CDR Systems & Ford & Old Castle Enclosures Solutions
Group #3 - Clamps	Mueller & Romac	James Jones	Ford & JCM Industries, Inc & Smith Blair		Ford & Total Piping Solutions
Group #4					
Group #5 - Corporation Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #6 - Couplings	Mueller & Romac	James Jones & Merit Brass	Buy Wholesale Co. & Ford & Smith Blair & Trumbull	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe & Total Piping Solutions
Group #7 - Curb Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #8 - Elbows	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #9 - Flanges	Mueller	James Jones	Buy Wholesale Co. & Ford & Trumbull		AY McDonald & Ford
Group #10 - Hose Bibs	Mueller	Hammond Valve	American Valve & Buy Wholesale		
Group #11 - Idler Pipes	Mueller	James Jones	Ford		AY McDonald & Ford
Group #12 - Insert Stiffeners	Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
Group #13 - Meter Stops	Mueller	James Jones	Ford		AY McDonald & Ford
Group #14 - Nipples, Brass	Mueller	Merit Brass		Lee Brass DLF	
Group #15 - Pieces, Branch	Mueller	James Jones	Ford		AY McDonald & Ford
Group #16 - Plugs, Standard Brass	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass DLF	AY McDonald & Ford
Group #17 - Poly-Adapters x Compression Brass	Mueller	James Jones	Ford		AY McDonald & Ford
Group #18 - Reducer Bushings	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #19 - Meter Resetters	Mueller	James Jones	Ford		AY McDonald & Ford
Group #20 - Service Saddles	Mueller & Romac	James Jones	Ford & JCM Industries, Inc		AY McDonald & Ford
Group #21 - Tees	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
Group #22 - Tubing	Endot	CMC Howell Metal & Curtis Marketing & James Jones	Charter Plastics & Endot		
Group #23 - U-Branches	Mueller		Ford		AY McDonald
Group #24 - Valves	Mueller	James Jones & Nibco	American Valve & Clow Valve Co. & Ford & Nibco		American Flow Control & AY McDonald & Ford
Group #25 - Washers	Mueller	James Jones	Ford		AY McDonald & Ford & Star Pipe
Group #26 - Yokes	Mueller	James Jones	Ford		AY McDonald & Ford
Group #27 - Megaplugs			Ford	EBA Iron	Ford & Star Pipe
Group #28 - Grip Rings 4" - 12"	Romac		Ford		Ford
Group #29 - Ductile Pipe 4" - 64"			US Pipe and Foundry	Griffin Pipe Products	American Cast Iron Pipe

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Award by Catalog

	Fortiline Waterworks, Inc.	Lehman Pipe & Plumbing Supply Co.	HD Supply Waterworks, LTD	Mariflow Industries, Inc.	Ferguson Enterprises, Inc.
A.Y. McDonald Mfg. Co. (Water)					x
American Cast Iron Pipe					x
American Flow Control					x
American Valve			x		
Buy Wholesale Co			x		
CDR Systems					x
Charter Plastics			x		
Clow Valve Co			x		
CMC Howell Metal		x			
Curtis Marketing			x		
DFW Series A	x				
DFW Series C	x				
DFW Series F	x				
EBAA Iron				x	
Endot Tubing	x		x		
Ford			x		x
Griffin Pipe Products				x	
Hammond Valve		x			
James Jones		x			
JCM Industries			x		
Lee Brass				x	
Merit Brass-BRNL 511		x			
Merit Brass-Domestic BRTF 511/LFBRTF 511		x			
Merit Brass-Import IBRTF 712		x			
Mueller	x				
Nibco Valves		x	x		
Oldcastle Brooks Meter Boxes	x				
Oldcastle Carson Meter Boxes			x		
Oldcastle Enclosure Solutions					x
Pentek Access Boxes			x		
Romac Industries	x				
Smith Blair			x		
Star Pipe Products					x
Total Piping Solutions Inc					x
Trumbull			x		
Tyler Union				x	
US Pipe & Foundry			x		

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: American Cast Iron Pipe
Catalog / Price List Number:

Ferguson Enterprises, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	List +10%	

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: American Flow Control
Catalog / Price List Number: N/A

Ferguson Enterprises, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves		
Valves, Gate	40%	40%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.		
Catalog Items Not Listed	25%	25%

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
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Tabulation

Catalog / Price List Name: American Valve
 Catalog / Price List Number: PL111

Product Groups	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #10 - Hose Bibs	50%			
Group #24 - Valves				
Valves, Ball Meter	50%			
Valves, Check	50%			
Valves, Gate	50%	N/A	25%	25%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: AY McDonald MFG. Co.
 Catalog / Price List Number: Water Service Products Price List

Product Groups	Mariflow Industries, Inc.		Municipal Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Stainless		53.3%			54%	54%
Adapters, Meter		53.3%	52.5%	52.5%	54%	54%
Group #5 - Corporation Stops		53.3%	52.5%	52.5%	54%	54%
Group #6 - Couplings						
Couplings, Brass		53.3%	52.5%	52.5%	54%	54%
Couplings, Compression		53.3%	52.5%	52.5%	54%	54%
Couplings, Meter		53.3%	52.5%	52.5%	54%	54%
Couplings, Pack Joint		53.3%	52.5%	52.5%	54%	54%
Couplings, Quick Connect		53.3%	52.5%	52.5%	54%	54%
Couplings, Straight		53.3%	52.5%	52.5%	54%	54%
Group #7 - Curb Stops		53.3%	52.5%	52.5%	54%	54%
Group #8 - Elbows		53.3%	52.5%	52.5%	54%	54%
Group #9 - Flanges						
Flanges, Bronze, Meter		53.3%	52.5%	52.5%	54%	54%
Flanges, Oval Brass		53.3%	52.5%	52.5%	54%	54%
Group #11 - Idler Pipes		53.3%	52.5%	52.5%	54%	54%
Group #12 - Insert Stiffeners		53.3%	52.5%	52.5%	54%	54%
Group #13 - Meter Stops		53.3%	52.5%	52.5%	54%	54%
Group #15 - Pieces, Branch		53.3%	52.5%	52.5%	54%	54%
Group #16 - Plugs, Standard Brass			52.5%	52.5%		
Group #17 - Poly-Adapters x Compression Brass		53.3%	52.5%	52.5%	54%	54%
Group #18 - Reducer Bushings		53.3%	52.5%	52.5%	54%	54%
Group #19 - Meter Resetters		53.3%	52.5%	52.5%	54%	54%
Group #20 - Service Saddles		53.3%	52.5%	52.5%	54%	54%
Group #21 - Tees		53.3%	52.5%	52.5%	54%	54%
Group #23 - U-Branches		53.3%	52.5%	52.5%	54%	54%
Group #24 - Valves						
Valve Assemblies, Key Branch		53.3%	52.5%	52.5%	54%	54%
Valves, Angle Meter		53.3%	52.5%	52.5%	54%	54%
Valves, Ball Meter		53.3%	52.5%	52.5%	54%	54%
Valves, Check		53.3%	52.5%	52.5%	54%	54%
Valves, Gate		53.3%			54%	54%
Group #25 - Washers						
Washers, Rubber		53.3%			54%	54%
Washers, Fiber		53.3%			54%	54%
Group #26 - Yokes		58.0%	57.2%	57.2%	54%	54%

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
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Tabulation

Catalog / Price List Name: Buy Wholesale Co.
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters				
Adapters, Meter	Net Plus 15%	N/A	List + 25%	List + 25%
Group #6 - Couplings				
Couplings, Brass	Net Plus 15%	N/A	List + 25%	List + 25%
Couplings, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Group #9 - Flanges				
Flanges, Bronze, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Flanges, Oval Brass	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Group #10 - Hose Bibs	Net Plus 15%	N/A		
Group #12 - Insert Stiffeners	Net Plus 15%	N/A		
Group #16 - Plugs, Standard Brass	Net Plus 15%	N/A	List + 25%	List + 25%
Group #18 - Reducer Bushings	Net Plus 15%	N/A	List + 25%	List + 25%
Group #25 - Washers				
Washers, Rubber	Net Plus 15%	N/A	List + 25%	List + 25%
Washers, Fiber	Net Plus 15%	N/A	List + 25%	List + 25%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.				
All Catalog Items not Listed			List + 25%	List + 25%

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
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Tabulation

Catalog / Price List Name: CDR Systems
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	40%		37.2%		43.5%		51.5%	

**City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22**

Tabulation

Catalog / Price List Name: Charter Plastics
 Catalog / Price List Number: Net Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Poly	Net Plus10%	

**City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22**

Tabulation

Catalog / Price List Name: Clow Valve Co.
 Catalog / Price List Number: List Price Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves		
Valves, Gate	50%	

**City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22**

Tabulation

Catalog / Price List Name: CMC Howell Metal
 Catalog / Price List Number: Sheet 1

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper	52%	

**City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22**

Tabulation

Catalog / Price List Name: Curtis Marketing
 Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper	Net Plus 15%	

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
 Catalog / Price List Number: Series A Plastic Enclosures (A-RV009-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters								
Group #2 - Meter Boxes	66%		65%		35%		63.5%	

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
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Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
 Catalog / Price List Number: Series C Polymer Enclosures (C-RV009-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		35%		20%		25.0%	

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
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Tabulation

Catalog / Price List Name: DFW Plastics, Inc.
 Catalog / Price List Number: Series F Polymer Enclosures (F-RV012-1)

Product Groups	Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	16%		20%		7%		9.5%	

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Tabulation

Catalog / Price List Name: EBAA Iron
 Catalog / Price List Number: 0712-M Megalugs and Other Joint Restraint Products

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.		Fortiline Waterworks, Inc.		A&B Pipe and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #27 - Megalugs	60%		61.6%		61%		58%		60%	

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Tabulation

Catalog / Price List Name: Endot Industries, Inc.
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing						
Tubing, Poly	38%		38%		10%	

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Tabulation

Catalog / Price List Name: Ford (2) No Lead : Leaded
 Catalog / Price List Number: 03/2012

Product Groups	HD Supply Waterworks, LTD.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Meter	51%	51%	48%	48%	53.1%	50.1%
Group #2 - Meter Boxes	48%	48%	A35%, C20%, F7%	NA		
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Cast Lugs	52%	52%	50%	NA	53.4%	53.4%
Group #5 - Corporation Stops	51%	51%	48%	48%	51.3%	51.3%
Group #6 - Couplings						
Couplings, Brass	51%	51%	48%	48%	51.3%	51.3%
Couplings, Compression	51%	51%	48%	48%	51.3%	51.3%
Couplings, Meter	51%	51%	48%	48%	51.3%	51.3%
Couplings, Pack Joint	51%	51%	48%	48%	51.3%	51.3%
Couplings, Quick Connect	51%	51%	48%	48%	51.3%	51.3%
Couplings, Straight	51%	51%	48%	48%	51.3%	51.3%
Group #7 - Curb Stops	51%	51%	48%	48%	51.3%	51.3%
Group #8 - Elbows	51%	51%	48%	48%	51.3%	51.3%
Group #9 - Flanges						
Flanges, Bronze, Meter	51%	51%	48%	48%	51.3%	51.3%
Flanges, Oval Brass	51%	51%	48%	48%	51.3%	51.3%
Group #11 - Idler Pipes	51%	51%	48%	48%	51.3%	51.3%
Group #12 - Insert Stiffeners	51%	51%	48%	48%	51.3%	51.3%
Group #13 - Meter Stops	51%	51%	48%	48%	51.3%	51.3%
Group #15 - Pieces, Branch	51%	51%	48%	48%	51.3%	51.3%
Group #16 - Plugs, Standard Brass	51%	51%	70%	55%	51.3%	51.3%
Group #17 - Poly-Adapters x Compression Brass	51%	51%	48%	48%	51.3%	51.3%
Group #18 - Reducer Bushings	51%	51%	50%	55%	51.3%	51.3%
Group #19 - Meter Resetters	51%	51%	48%	48%	51.3%	51.3%
Group #20 - Service Saddles	49%	49%	47%	N/A	50.3%	50.3%
Group #21 - Tees	51%	51%	48%	48%	51.3%	51.3%
Group #23 - U-Branches	51%	51%	48%	48%	51.3%	51.3%
Group #24 - Valves						
Valve Assemblies, Key Branch	51%	51%	48%	48%	51.3%	51.3%
Valves, Angle Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Ball Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Check	49%	49%	48%	48%	51.3%	51.3%
Group #25 - Washers						
Washers, Rubber	N/A	N/A	50%	N/A	51.3%	51.3%
Group #26 - Yokes	51%	51%	48%	48%	50.3%	50.3%
Group #27 - Megalugs	47%	47%	40%	N/A		
Group #28 - Grip Rings 4"-12"	N/A	N/A	40%	N/A		
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
All Catalog Items not Listed					25%	25%

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Tabulation

Catalog / Price List Name: Griffin Pipe Products
Catalog / Price List Number: Product Schedule

Mariflow, Industries, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	2%	

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Tabulation

Catalog / Price List Name: Hammond Valve
Catalog / Price List Number: PHV0112

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #10 - Hose Bibs	62%	

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Tabulation

Catalog / Price List Name: James Jones

Catalog / Price List Number: James Jones Brass (Leaded and Low-Lead)

Product Groups	Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters		
Adapters, Meter	37%	37%
Group #2 - Meter Boxes	18%	
Group #3 - Clamps		
Clamps, Pipe, Stainless Steel	31%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	31%	
Clamps, Repair, Stainless Steel with Cast Lugs	31%	
Group #5 - Corporation Stops	37%	37%
Group #6 - Couplings		
Couplings, Compression	37%	37%
Couplings, Meter	37%	37%
Couplings, Pack Joint	37%	37%
Couplings, Quick Connect	37%	37%
Couplings, Straight	37%	37%
Group #7 - Curb Stops	37%	37%
Group #9 - Flanges		
Flanges, Bronze, Meter	37%	37%
Flanges, Oval Brass	37%	37%
Group #11 - Idler Pipes	37%	37%
Group #12 - Insert Stiffeners	53%	
Group #13 - Meter Stops	37%	37%
Group #15 - Pieces, Branch	37%	37%
Group #17 - Poly-Adapters x Compression Brass	37%	37%
Group #19 - Meter Resetters	37%	37%
Group #20 - Service Saddles	37% Brass/54% Iron	37%
Group #22 - Tubing		
Group #23 - U-Branches	37%	37%
Group #24 - Valves		
Valve Assemblies, Key Branch	37%	37%
Valves, Angle Meter	37%	37%
Valves, Ball Meter	37%	37%
Valves, Check	37%	37%
Valves, Gate	37%	37%
Group #25 - Washers		
Washers, Rubber	37%	37%
Washers, Fiber	37%	37%
Group #26 - Yokes	37% Brass/44% Iron	37%

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Tabulation

Catalog / Price List Name: JCM Industries, Inc

Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps				
Clamps, Pipe, Stainless Steel	57%		53%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	57%		53%	
Clamps, Repair, Stainless Steel with Cast Lugs	57%		53%	
Group #20 - Service Saddles	57%		53%	

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Tabulation

Catalog / Price List Name: Lee Brass
Catalog / Price List Number: Domestic Lead Free Price List (Mariflow)

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Brass	Net Plus 15%	Net Plus 15%		84%
Couplings, Straight	Net Plus 15%	Net Plus 15%		84%
Group #8 - Elbows	Net Plus 15%	Net Plus 15%		84%
Group #14 - Nipples, Brass	Net Plus 15%	Net Plus 15%		95%
Group #16 - Plugs, Standard Brass				84%
Group #18 - Reducer Bushings	Net Plus 15%	Net Plus 15%		84%
Group #21 - Tees	Net Plus 15%	Net Plus 15%		84%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.				
Unions				84%
Caps				84%

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Tabulation

Catalog / Price List Name: Merit Brass - BRNL
 Catalog / Price List Number: BRNL 511

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #14 - Nipples, Brass	95%		95%			65%	50%	50%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.								
All Catalog Items not Listed							25%	25%

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Tabulation

Catalog / Price List Name: Merit Brass - Domestic
 Catalog / Price List Number: BRTF 511 / LFBRTF 511

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings								
Couplings, Brass	80%	80%	86%	86%	70%	55%	50%	50%
Couplings, Straight	80%	80%	86%	86%	70%	55%	50%	50%
Group #8 - Elbows	80%	80%	86%	86%	70%	55%	50%	50%
Group #16 - Plugs, Standard Brass	80%	80%	86%	86%	70%	55%	50%	50%
Group #18 - Reducer Bushings	80%	80%	86%	86%	70%	55%	50%	50%
Group #21 - Tees	80%	80%	86%	86%	70%	55%	50%	50%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.								
							25%	25%

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Tabulation

Catalog / Price List Name: Merit Brass - Import
 Catalog / Price List Number: IBRTF 712

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Brass	71%	59%	71.3%	63.3%
Couplings, Straight	71%	59%	71.3%	63.3%
Group #8 - Elbows	71%	59%	71.3%	63.3%
Group #16 - Plugs, Standard Brass	71%	59%	71.3%	63.3%
Group #18 - Reducer Bushings	71%	59%	71.3%	63.3%
Group #21 - Tees	71%	59%	71.3%	63.3%

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Tabulation

Catalog / Price List Name: Mueller Co.
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters						
Adapters, Meter			80.1%	40.1%	33.0%	
Group #2 - Meter Boxes			13.0%		3.0%	
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Cast Lugs			32.0%		25.0%	
Group #5 - Corporation Stops			40.5%	40.5%	33.0%	
Group #6 - Couplings						
Couplings, Brass			40.5%	40.5%	33.0%	
Couplings, Compression			40.5%	40.5%	33.0%	
Couplings, Meter			40.5%	40.5%	33.0%	
Couplings, Pack Joint			40.5%	40.5%	33.0%	
Couplings, Quick Connect			40.5%	40.5%	33.0%	
Couplings, Straight			40.5%	40.5%	33.0%	
Group #7 - Curb Stops			40.5%	40.5%	33.0%	
Group #8 - Elbows			40.5%	40.5%	33.0%	
Group #9 - Flanges						
Flanges, Bronze, Meter			40.5%	40.5%	33.0%	
Flanges, Oval Brass			40.5%	40.5%	33.0%	
Group #10 - Hose Bibs				40.5%		
Group #11 - Idler Pipes			40.5%	40.5%	33.0%	
Group #12 - Insert Stiffeners			57.0%	57.0%	50.0%	
Group #13 - Meter Stops			40.5%	40.5%	33.0%	
Group #14 - Nipples, Brass					33.0%	
Group #15 - Pieces, Branch			40.5%	40.5%	33.0%	
Group #16 - Plugs, Standard Brass			40.5%	40.5%	33.0%	
Group #17 - Poly-Adapters x Compression Brass			40.5%	40.5%	33.0%	
Group #18 - Reducer Bushings			40.5%	40.5%	33.0%	
Group #19 - Meter Resetters			40.5%	40.5%	33.0%	
Group #20 - Service Saddles			56% (Iron)		33.0%	
Group #21 - Tees			40.5%	40.5%	33.0%	
Group #23 - U-Branches			40.5%	40.5%	33.0%	
Group #24 - Valves						
Valve Assemblies, Key Branch			40.5%	40.5%	33.0%	
Valves, Angle Meter			40.5%	40.5%	33.0%	
Valves, Ball Meter			40.5%	40.5%	33.0%	
Valves, Check			40.5%	40.5%	33.0%	
Valves, Gate	70%		40.5%		33.0%	
Group #25 - Washers						
Washers, Rubber			40.5%		33.0%	
Washers, Fiber			40.5%		33.0%	
Group #26 - Yokes			45% (Iron)		33.0%	

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Tabulation

Catalog / Price List Name: Nibco
Catalog / Price List Number: LF-VLV-0812 / BIDV-0312 (Lehman Only)

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #24 - Valves				
Valves, Ball Meter		60%		
Valves, Check		60%	62%	62%
Valves, Gate		60%	62%	62%

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Tabulation

Catalog / Price List Name: OLDCASTLE
 Catalog / Price List Number: Brooks

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		34%		List + 10%		14%	

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Tabulation

Catalog / Price List Name: OLDCASTLE
 Catalog / Price List Number: Carson

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	35%		34%		24%		14%	

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Tabulation

Catalog / Price List Name: OLDCASTLE
Catalog / Price List Number: ENCLOSURES SOLUTIONS

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		22.5%		30%	30%

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Tabulation

Catalog / Price List Name: Pentek
 Catalog / Price List Number: U.S. 2012 List Prices

Product Groups	HD Supply Waterworks, LTD.		Fortiline, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	53%		52%		40%	40%

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Tabulation

Catalog / Price List Name: Romac Industries
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel			62%		55%	55%
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			62%		55%	55%
Clamps, Repair, Stainless Steel with Cast Lugs	47%		62%		55%	55%
Group #6 - Couplings						
Couplings, Compression			61%			
Group #20 - Service Saddles			64.5%		55%	55%
Group #28 - Grip Rings 4"-12"	47%		57%		50%	50%

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Tabulation

Catalog / Price List Name: Smith Blair
Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps		
Clamps, Pipe, Stainless Steel	69%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	69%	
Clamps, Repair, Stainless Steel with Cast Lugs	69%	
Group #6 - Couplings		
Couplings, Compression	69%	
Couplings, Meter	69%	

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Tabulation

Catalog / Price List Name: Star Pipr Products
Catalog / Price List Number: Import-UPL.12.01

Ferguson Enterprises, Inc		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Straight	50%	
Group #8 - Elbows	50%	
Group #18 - Reducer Bushings	50%	
Group #21 - Tees	50%	
Group #25 - Washers		
Washers, Rubber	25%	
Group #27 - Megalugs	65%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
All Catalog Items not Listed	25%	25%

City of Deerfield Beach
 Water Meter Fittings and Water Line Accessories
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Total Piping Solutions, Inc
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel	35%		32%		35%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	35%		32%		35%	
Clamps, Repair, Stainless Steel with Cast Lugs	35%		32%		35%	
Group #6 - Couplings						
Couplings, Compression	35%				35%	
Couplings, Straight	N/A				35%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.						
All Catalog Items not Listed					25%	25%

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: Trumbull
Catalog / Price List Number: PL111

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Meter	Net Plus 15%	
Group #9 - Flanges		
Flanges, Bronze, Meter	Net Plus 15%	
Flanges, Oval Brass	Net Plus 15%	

City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Tyler Union
 Catalog / Price List Number: Import Fittings & Accessories / LP-2011N

Product Groups	Mariflow Industries, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings				
Couplings, Straight	48.5%		45%	
Group #8 - Elbows	48.5%		45%	
Group #18 - Reducer Bushings	48.5%		45%	
Group #21 - Tees	48.5%		45%	
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Plugs	48.5%			
Caps	48.5%			
Cross	48.5%			
Wye's	48.5%			
Sleeves	48.5%			
Reducers	48.5%			
MJ Accessories	48.5%			
All Catalog Items not Listed			25%	25%

**City of Deerfield Beach
Water Meter Fittings and Water Line Accessories
ITB #2011-12/22**

Tabulation

Catalog / Price List Name: US Pipe and Foundry
Catalog / Price List Number:

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	45%	



City of

D E E R F I E L D

B E A C H

Invitation to Bid

Water Meter Fittings and Water Line Accessories
ITB #2011-12/22

Purchasing Division
401 S.W. 4th Street, Deerfield Beach, FL 33441
Phone: 954-480-4381
Fax: 954-480-4388

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City of
D E E R F I E L D
B E A C H

August 3, 2012

**PUBLIC NOTICE
FOR
WATER METER FITTINGS AND WATER LINE ACCESSORIES
ITB #2011-12/22**

DUE DATE: WEDNESDAY, AUGUST 29, 2012 AT 11:00 A.M. EST

The City of Deerfield Beach, as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified vendors, herein referred to as the Bidder, to establish an open-ended as needed annual contract for water meter fittings and water line accessories in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441, until, Wednesday, August 29, 2012 at 11:00 a.m. EST, at which time and place the submittals will be publicly opened and the names of the Bidder's will be read. All Bidders or their representatives are invited to attend the bid opening. Bids shall be clearly labeled with the Bidder's legal name, address and telephone number, bid title and number, and due date.

Bidders are responsible for making certain that their bid is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the due date and time will be returned to the Bidder unopened.

A cone of silence is in effect for this ITB. The cone of silence prohibits certain communications between potential respondents and the City.

An ITB document can be obtained through the City of Deerfield Beach, Purchasing Division on August 3, 2012. An ITB document may be requested by emailing sfrancis@deerfield-beach.com or picked up at the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. Bids will only be accepted from registered Bidders who have obtained the ITB document from the Purchasing Division.

For additional information, contact David, Santucci, (954) 480-4380 or dsantucci@deerfield-beach.com.

Burgess Hanson
City Manager



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

“WORKING TOGETHER TO REDUCE COSTS”

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Deerfield Beach (the 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 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.

1.2 Point of Contact

All inquiries, questions, and requests for additional information concerning of this ITB shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach, Purchasing Division
Attn: David Santucci, Purchasing Manager
401 S.W. 4th St.
Deerfield Beach, FL 33441
Fax: (954) 480-4388
E-mail: dsantucci@deerfield-beach.com

All responses to questions pertaining to the technical specifications or bid requirements shall be issued through an official addendum.

1.3 Contract Term

1.3.1 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 extend 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 extension, and such extension is approved by the City.

1.3.2 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.

1.4 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 below.

City of Boca Raton

Estimated annual expenditure: \$185,000
Fernando Villalobos
201 W. Palmetto Park Road
Boca Raton, FL 33432
Phone: 561-393-7875
Fax: 561-393-7983

Delivery Address:

City of Boca Raton
Mike Arthurs
Utilities Services
1401 Glades Rd.
Boca Raton, FL 33431
Phone: 561-338-7302
Fax: 561-338-7345
marthurs@myboca.us

Broward County WWS/FOD

Estimated annual expenditure: \$150,000
2555 W. Copans Rd.
Pompano Beach, FL 33069
Edward Diaz
Phone: 954-831-0813
Fax: 954-831-0849
eddiuz@broward.org

Delivery Address:

Broward County WWS/FOD
2555 W. Copans Road
Pompano Beach, FL 33069
Edward Diaz
Phone: 954-831-0813
Fax: 954-831-0849
eddiuz@broward.org

City of Coconut Creek

Estimated annual expenditure: \$50,000
Christina Semeraro
4800 West Copans Rd.
Coconut Creek, FL 33063
Phone: 954-956-1584
Fax: 954-973-6754
csemeraro@coconutcreek.net

Delivery Address:

City of Coconut Creek
4800 West Copans Rd.
Coconut Creek, FL 33063
Jessie Scott
Phone: 954-973-6782
Fax: 954-571-4146
jscott@coconutcreek.net

City of Coral Springs

Estimated annual expenditure: \$140,000
Tony Cosenza
9551 W. Sample Road
Coral Springs, FL 33065
Phone: 954-345-2237
Fax 954-345-2238
tcosenza@Coralsprings.org

Delivery Address:

City of Coral Springs
Tony Cosenza
4181 NW 121 Avenue
Coral Springs, FL 33065
Phone: 954-345-2237
Fax: 954-345-2238
tcosenza@coralsprings.org

Town Of Davie

Estimated annual expenditure: \$25,000
William Peele
3500 NW 76th Avenue
Hollywood, FL 33024
Phone: 954-327-3743
Fax: 954-327-3752
bill_peekle@davie-fl.gov

Delivery Address:

Town of Davie
3500 NW 76th Avenue
Hollywood, FL 33024
Phone: 954-327-3743
Fax: 954-327-3752
William Peele
bill_peekle@davie-fl.gov

City of Deerfield Beach

Estimated annual expenditure: \$190,000
Patrick Autley
Department of Environmental Services/Utilities Maint.
200 Goolsby Blvd
Deerfield Beach, FL
Phone: 954-480-4400
Fax: 954-480-4345
PAutley@Deerfield-Beach.com

City of Hallandale Beach

Estimated annual expenditure: \$30,000
Louis Granda
630 NW 2nd Street
Hallandale Beach, FL 33009
Phone: 954-457-1629
Fax: 954-457-1624
lgranda@cohb.org

Delivery Address:

City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009
Louis Granda
Phone: 954-457-1629
Fax: 954-457-1624
lgranda@hallandalebeachfl.gov

City of Hollywood

Estimated annual expenditure: \$75,000
Ralph Dierks
2600 Hollywood Blvd.
Hollywood, FL
Phone: 954-921-3223
RDierks@HollywoodFL.org

Delivery Address:

Underground Utilities
1600 South Park Road
Hollywood, FL 33021
Herb Norteman
Phone: 954-924-2986
hnorteman@hollywoodfl.org
And:
Wastewater Treatment Plant whse#5
1621 N 14th Avenue,
Hollywood, FL 33019
Tim Whipple
Phone: 954-921-3288
twhipple@hollywoodfl.org

City of Margate

Estimated annual expenditure: \$20,000
Spencer Shambray
5790 Margate Blvd
Margate, FL 33063
Phone: 954-935-5346
Fax: 954-935-5258

Delivery Address:

City of Margate
Harry Whitford
980 NW 66th Avenue
Margate, Florida 33063
Phone: 954-972-0828
Fax: 954-978-7349
hwhiteford@margatefl.com

City of North Miami Beach

Estimated annual expenditure: \$80,000
James Cotton
2101 NE 159th Street
North Miami Beach, FL 33162
Phone: 305-948-2973
Fax: 305-919-1834
jimmycotton@citynmb.com

City of Oakland Park

Estimated annual expenditure: \$50,000
Maggie Turner
3650 NE 12 Avenue
Oakland Park, FL 33334
Phone: 954-630-4256
Fax: 954-630-4265

Delivery Address:

City of Oakland Park
Joe Teolis
Public Works Department
5100 NE 12 Terrace
Oakland Park, FL 33334
Phone: 954-630-4441
joseph@oaklandparkfl.gov

City of Plantation

Estimated annual expenditure: \$50,000
Charles Spencer
400 NW 73rd Avenue
Plantation, Fl. 33317
Phone: 954-452-2544
Fax: 954-452-2546
ESpencer@plantation.org

Delivery Address:

City of Plantation
Charles Spencer
700 NW 91st Avenue
Plantation, FL 33324
Phone: 954-452-2544
Fax: 954-452-2546
ESpencer@plantation.org

City of Pompano Beach

Estimated annual expenditure: \$134,000
DeJenaba Wedemier
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060
Phone: 954-786-4098
Fax: 954-786-4168
dejenaba.wedemier@copbfl.com

Delivery Address:

City of Pompano Beach
Frankie Chevere
1190 NE 3rd Avenue, Bldg C (REAR)
Pompano Beach, Florida 33060
Phone: 954-786-4110
Fax: 954-786-4019
frankie.chevere@copbfl.com

City Of Sunrise

Estimated annual expenditure: \$100,000
Holly Raphaelson
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Phone 954-572-2202
Fax: 954-572-2278

Delivery Address:

City of Sunrise
Chris Schiel
14150 NW 8th Street
Sunrise, FL 33325
Phone: 954-888-6090
Fax: 954-846-7404
cschiel@sunrisefl.gov

City Of Tamarac

Estimated annual expenditure: \$60,000
Keith Glatz
7525 NW 88th Avenue
Tamarac, FL
Phone: 954-597-3570
Fax: 954-597-3565
keith.glatz@tamarac.org

Delivery Address:

City of Tamarac Public Services
Utilities Division
10101 State Street
Tamarac, FL 33321
Phone: 954-597-3767
Fax: 954-597-3760
Michael Christopher
michael.christopher@tamarac.org

Village Of Wellington

Estimated annual expenditure \$150,000
Emma Ramirez
12300 W. Forest Hill Blvd
Wellington, FL
Phone: 561-791-4021
Fax: 561-904-5806
eramirez@wellingtonfl.gov

Delivery Address:

Village Of Wellington
Water Treatment Facility
Corey Robonson
1100 Wellington Trace
Wellington, FL
Phone: 561-791-4000

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 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.

2.2 Independent Contractor

The Bidder represents itself to be an independent firm offering such products 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 Bidder shall assume all 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.

2.3 Sub-Contractors

If the Bidder 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 Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

2.4 Addenda, Changes and Interpretations

Any inquiry or request for interpretation received ten (10) or more days prior to the due date for the opening of the Bids will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than seven (7) days prior to the bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided on the bid form. All addenda are a part of the contract documents and each Bidder will be bound by such

addenda, whether or not received by Bidder. It is the responsibility of each prospective Bidder to verify that they have received all addenda issued before bids are opened. No verbal interpretations may be relied upon.

2.4.1 Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the bid will be deemed non-responsive.

2.4.2 Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the City has the sole discretion to waive.

2.5 Multiple Bids

More than one (1) bid 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 Bidder is involved except for sub-Bidders. If there is reason to believe that collusion exists between Bidders, those parties' bids will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.6 Variances

2.6.1 For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the ITB General Conditions, Special Conditions, Technical Specifications or Addenda. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the ITB and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.6.2 By receiving a bid, the City does not necessarily accept any variances contained in the ITB. All variances submitted are subject to review and approval by the City. If any bid contains material variances that in the City's sole opinion, makes that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City, as conditional.

- 2.7 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.
- 2.8 Mistakes**
Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.
- 2.9 Bidder's Cost**
The City shall not be liable for any costs incurred by Bidders in responding to this ITB.
- 2.10 Bid Acceptance**
Any bid may be withdrawn up until the bid opening date and time (due date). Any bid not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the products and/or services set forth in the ITB. Bidder warrants by virtue of submitting his Bid that his Bid and the prices quoted in his Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of ITB opening unless otherwise stated in the ITB.
- 2.11 Rejection of Bids**
The City reserves the right to accept or reject any or all bids, parts of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bid process.
- 2.12 Bidder Qualifications**
Bidder shall be in the business of providing water meter fittings and water line accessories and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform if awarded a Contract. Bidders shall satisfy each of the following requirements cited below. Failure to do so will result in the Bid being deemed non-responsive.
- 2.12.1** Before awarding the Contract, the City reserves the right to require that the Bidder submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Bidder, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.12.2** Bidder shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.12.3** Neither Bidder nor any principal, officer, or stockholder of Bidder(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.12.4 Qualifications Statement**
Each Bidder shall complete the Qualifications Statement, and submit the same with their bid. Failure to submit the Qualifications Statement and the documents required there under with the bid may constitute grounds for rejection of the bid.
- 2.13 Bidder's Experience Record**
The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the project requested by this bid.
- 2.14 Licenses and Certifications**
The Bidder shall be appropriately licensed to perform the work. Bidder shall possess at the time of bid opening all required licenses and certifications. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
- 2.15 Insurance**
- 2.15.1** The Bidder's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.
- 2.15.2** The successful Bidder shall not commence operations pursuant to the terms of this ITB and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved.
- 2.16 Indemnification**
The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to

defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.17 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 bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

2.18 Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply:

2.18.1 Any Bidder who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. 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.

2.18.2 Upon receipt of a protest of the pending award of a contract, 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 of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

2.18.3 The Purchasing Manager shall require a deposit 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 deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.

2.18.4 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.

2.18.5 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 protest and fashion relief or remedial action as it deems appropriate, or reject all bids and begin the ITB process again.

2.19 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:

2.19.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for invitations to bid, requests for bids, requests for qualifications, or other competitive solicitation. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for bids and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.19.2 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 and their respective support staff 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.

2.19.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

2.19.4 Any action in violation of this section shall be cause for disqualification of the bid or the bidder. The determination of a violation shall be made by the City Commission.

2.20 Small Disadvantaged Business Entity (SDBE)

In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

2.20.1 The city commission does hereby establish a goal of 15 percent participation by SDBEs

for all competitively bid contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation Affidavit, to be filed with all competitive bids, is attached below.

2.20.2 Unless specifically exempted by resolution of the city commission, or otherwise set forth herein, each contract which is competitively bid or the subject of a request for proposal shall include a requirement that the contractor commit to the expenditure of at least 15 percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the city commission or city manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's bid is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the bid. The city manager may change the form of the affidavits required.

2.20.3 In all contracts governed by this subdivision SDBE participation (or as required in bid

specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The city commission may, by motion, require the provisions of this subdivision to apply to requests for proposals or other contract awards.

2.21 Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Bidder shall complete the Disclosure Form (attached). Failure to do so may result in the Bidder's bid being deemed non-responsive.

2.22 Public Records / Confidential Information

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 a Bidder'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, bids, 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.

If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder must in his or her 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.

No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.23 Public Entity Crimes Information Statement

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 Bidder, 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.

2.24 Anti-Collusion

The Bidder certifies that it has not divulged, discussed or compared its bid with other Bidders, except subcontractors if they form part of the response and has not colluded with any other Bidders or parties to a bid 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 Bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form (attached) and shall submit the form with the Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

2.25 Conflict of Interest

2.25.1 The Bidder 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 Contract hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.25.2 No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Bidder's List and prohibition from engaging in any business with the City.

2.26 No Contingent Fee

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.27 Special Conditions

Any and all Special Conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.28 Entire Agreement

This Invitation to Bid, all attachments and exhibits, addenda, and the resulting Contract attached 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

2.29 Nonexclusive Contract/Additional Services

Bidder agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products or services at its sole option.

2.30 Assignment

Contractor shall not transfer or assign or subcontract the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.31 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 this 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.

2.32 Survivorship Rights

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

2.33 Severability

If any term or provision of this contract 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.

2.34 Default and Termination**2.34.1 Termination for Cause**

In the event the 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 condition(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.

2.34.2 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. The City shall compensate the Contractor for all work properly performed prior to the termination.

2.34.3 Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.35 Advertising

In submitting a bid, the Bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.36 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 Southern District in and for the State of Florida.

2.37 Safety Requirements

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 ITB Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
ITB Available	08/03/12
Last Date for Question	08/20/12
Issue Addenda (if required)	08/22/12
Bid Opening (DUE DATE)	08/29/12 at 11:00 a.m. EST
Commission Meeting	09/18/12
Contract Commencement	10/01/12

3.2 Submission and Receipt of Bids

3.2.1 One (1) clearly marked original, one (1) hardcopy, and one (1) electronic copy of the bid shall be submitted on or before the due date and time, Wednesday, August 29, 2012 at 11:00 a.m. EST, in one single sealed envelope or package. Faxed, e-mailed or verbal bids will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a Bid not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) Water Meter Fittings and Water Line Accessories
ITB #2011-12/22
- 2) Due Date
- 3) Company/Bidder's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach
Purchasing Division
401 S.W. 4th St.
Deerfield Beach, FL 33441

3.2.2 Any erasures or corrections on the bid must be made in ink and initialed by the Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen or ink. Bidders shall use the bid forms provided by the City. Failure to use the forms may cause the bid to be rejected and deemed non-responsive.

3.2.3 Bids must contain a manual signature of the authorized representative of the Bidder. The address, e-mail and telephone number for communications regarding the Bid must be shown.

3.2.3.1 Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

3.2.3.2 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 3.2.4** All bids received from Bidders in response to the Invitation to Bid will become the property of the City of Deerfield Beach and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 3.2.5** Bids will be publicly opened in the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. The Bidder's name will be read aloud. Bidders and the public are invited to attend. Bids will be tabulated and made available for review by Bidders and the public at such time as the City provides a notice of an intended decision or until 30 days after the bid opening, whichever is earlier.

3.3 Contract Award

- 3.3.1** The City shall determine which Bidders are responsible and responsive, quoting the greatest discounts for the items indicated on the 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 the Technical Specifications. Bidders may bid multiple manufacturers' catalogs and price listed in the technical specifications. The successful bidder 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.
- 3.3.2.** The City reserves the right to accept or reject any or all bids. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.
- 3.3.3** A recommendation of award will be made to the City Commission. The City Commission has the ultimate authority to approve and/or reject any and all bids. Upon approval by the City Commission, the City Manager is authorized to execute a Contract on behalf of the City.

3.4 Warranty

3.4.1 Warranty of Title

The successful Bidder warrants that all goods and materials furnished under the Contract will be new unless otherwise specified and that successful Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

3.4.2 Warranty of Specifications

The successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

3.4.3 Warranty of Merchantability

The Successful Bidder warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

3.4.4 Warranty of Material and Workmanship

The successful Bidder warrants all materials, products and workmanship for at least as long as the manufacturer's warranty or a minimum of one (1) years from date of acceptance by the City, whichever is greater. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Bidder and product manufacturers, any of the materials or products are found to be defective or not in accordance with the specifications, the successful Bidder shall promptly replace the defective materials or products in its entirety at no additional charge to the City.

3.4.5 Warranty of Intellectual Property

The Successful Bidder 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 of the contract.

3.4.6 All warranties made by the Successful Bidder together with service warranties and guarantees shall become the City's and the successors and assigns of the City.

3.5 Delivery

3.5.1 All items shall be delivery FOB destination to a specified City address. Inside delivery shall be provided when requested at the time of order at no additional charge to the City. All delivery costs and charges must be included in the percentage discount quoted. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made within time specified herein.

3.5.2 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.

3.5.3 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

3.5.4 Special order items should be delivered within twenty-one (21) calendar days after receipt of order.

3.6 Inventory

3.6.1 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.

3.6.2 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.

3.7 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 Bidder'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 Bidder.

3.8 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 from the contract if it is determined to be in the best interest of the City at its sole discretion.

3.9 Price

Proposer shall quote a firm, fixed discount for the items listed in the technical specifications and on the bid schedule. Prices shall include all costs associated with the project including labor, equipment, supplies, management, travel, delivery, fuel, etc. Percentage Discounts for all products and services purchased under this contract shall remain firm for the initial contract term.

3.10 Cost Adjustments

3.10.1 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.

3.10.2 List price discounts for optional renewal terms and any extension terms shall be subject to an adjustment only if very unusual and significant changes have occurred in the industry or to the pricing structures between manufacturers and distributors. In such a case the contractor shall provide sufficient documentation to the City to justify the adjustment.

3.10.3 The City has the right to refuse the requested adjustment 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 adjustment and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

3.11 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.

3.12 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.

3.13 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.

3.14 Invoices and Payment

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.

The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

3.15 Required Documents

The following documents shall be submitted in the order listed below as a condition of this ITB at the time of submittal with the Bidder's response:

- 1) Bid Package (Section 5)
 - a) Bid Requirements Checklist
 - b) Bidder's Certification
 - c) Bid Schedule
 - d) Qualification Statement
 - e) Schedule A – Disclosure Form
 - f) Indemnification Clause
 - g) Non-Collusive Affidavit
 - h) Drug Free Workplace
 - i) References
 - j) Variances to the ITB (if applicable)
- 2) Copy of a Certificate of Insurance
- 3) Required Licenses and Certifications (if applicable)

3.16 Insurance Requirements**3.16.1 Coverage**

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

a. Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services

Office and must include:

- Premises and/or 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, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

b. Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, 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 include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

c. 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.

3.16.2 General

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- a. Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall 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 the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b. Contractor shall furnish to City's Contract Administrator 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 this Contract, 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 shall provide the basis for the termination of the Contract.

- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. 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 as an additional insured.

SECTION 4 – TECHNICAL SPECIFICATIONS

4.1 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	16	Plugs
2	Meter Boxes	17	Poly-Adapters
3	Clamps	18	Reducer Bushing
4	Connectors	19	Resettters
5	Corporation Stops	20	Service Saddles
6	Couplings	21	Tees
7	Curb Stops	22	Tubing
8	Elbows	23	U Branches
9	Flanges	24	Valves
10	Hose bibs	25	Washers
11	Idler Pipes	26	Yokes
12	Insert Stiffeners	27	Megalugs
13	Meter Stops	28	Grip Rings
14	Nipples	29	Ductile Pipe
15	Pieces, Branch		

4.2 Catalogs and Price List

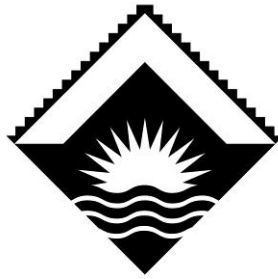
Bids shall be accepted from vendors who can supply and deliver, in accordance with the terms, conditions, and specifications contained herein, one or more of the following manufacturers' catalogs / price lists. Bidders may submit substitutes; however, the City shall have full discretion and authority in the decision to accept or reject any substitutes, and determining any substitute's conformity to the specifications.

- American Flow
- American Valve
- A.Y. McDonald Mfg. Co.
- Buy Wholesale Company
- BMI
- Brooks
- Cambridge Brass
- Carson Brooks Industries, Inc.
- CDR Systems, Inc.
- Charter Plastics
- Clow
- DFW Plastics, Inc.
- Dresser Piping Specialties
- EBBA Iron Sales, Inc.
- Endot Industries, Inc.
- Fernco
- The Ford Meter Box Company, Inc.
- Hammond Valve
- JCM Industries, Inc.
- Lee Brass
- Matco-Norca
- McWane, Inc.
- Merit Brass
- Mueller Co.
- NIBCO, Inc.
- 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

4.3 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)



City of

D E E R F I E L D

B E A C H

**Section 5
Bid Package**

**Water Meter Fitting and Water Line Accessories
ITB #2011-12/22**

Submitted By:

Company Name: _____

Street Address: _____

City/State/Zip: _____

Point of Contact: _____

Phone No.: _____ Fax: _____ E-Mail: _____

Bid Requirements Checklist

This form is for the benefit of the Bidder. All items listed below are required, shall be included in your Bid Package, and properly executed. The City will also use this form to aid in the evaluation of each Bidder's response as responsive.

Bidder's Name:		
Requirement	Bidder's Use	City's Use
Bid Requirements Checklist		
Bid Certification		
Bid Schedule		
Qualification Statement		
Schedule "A" Disclosure Form		
Indemnification Clause Form		
Non-Collusive Affidavit		
Drug-Free Workplace		
References		
Variances to the ITB		
Certificate of Insurance		
Required Licenses and Certifications (if applicable)		
Addenda (if applicable)		

**Bid Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in ITB #2011-12/22, Water Meter Fittings and Water Line Accessories. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Bid Package, together with the ITB, the purchase order, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the products and/or services to be provided in accordance with the terms and conditions set forth herein.

Addendum Acknowledgment (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

Statement of No Bid (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this bid shall be addressed to:

Company Name: _____

Social Security No./ Federal Tax Id: _____

Bidder's Name (Print): _____ Title: _____

Signature: _____

Address: _____

City State Zip Code

Telephone: (_____) _____ Fax: (_____) _____

E-mail: _____

**Bid Certification
Page (2 of 3)**

Certification of Bidder, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

Certification of Bidder, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

**Bid Certification
Page (3 of 3)**

Certification of Bidder, If a Corporation

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, as _____ (title) of _____ (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

**Bid Schedule
(Page 1 of 4)**

The undersigned hereinafter 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.

Notes: Bidders may provide separate discounts for products groups considered leaded brass and non-leaded brass. In instances where this differentiation does not apply the Bidder shall use the first column only

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.

Product Groups that do not apply to a Catalog/Price List shall not be left blank. Instead, place a N/A in the first 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	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	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		

**Bid Schedule
(Page 2 of 4)**

Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings		
Couplings, Brass		
Couplings, Compression		
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		

**Bid Schedule
(Page 3 of 4)**

Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing		
Tubing, Copper		
Tubing, Poly		
Group #23 - U-Branches		
Group #24 - Valves		
Valve Assemblies, Key Branch		
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 Pipe 4" - 64"		

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
Address: Purchasing Division
401 SW 4th Street
Deerfield Beach, Florida 33441

Circle One:

- Corporation
- Partnership
- Individual
- Other

Submitted By: _____

Name: _____

Address: _____

City, St., Zip _____

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: _____

The address of the principal place of business: _____

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:
 - a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____
 - a. Under what other former names has your organization operated?

 - b. How many years has your company been in business providing the products relevant to this ITB? _____
 - c. How many government agencies has your company provided these products to and which ones?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this ITB. Please attach certificate of competency and/or state registration.

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

9. Will you be using any subcontractors? yes or no _____

a. If so, state the name, address, phone number, and tasks to be performed for each?

10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes ____ No ____ Name (s) and Position (s) _____

11. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

12. State the name of the individual who will have personal supervision of the work and/or be the dedicated representative and point of contact to the City :

13. Briefly describe your firm's financial status, provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time, and provide evidence of your company's financial stability.

14. Provide the ordering methods acceptable to your firm (Phone, Fax, Online, etc).

15. Provide the location of production facilities and manufacturing plants.

15. Provide the location of distribution centers and warehouse that will supply the City.

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

Bidder's Signature

Date

Schedule "A"

**City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract**

Name of Person Filing this Form: _____

Principal for whom the signatory is acting: _____

Name of Company Filing this Form: _____

Matter before the City Commission for which this is being filed: **Water Meter Fittings and Water Line Accessories, ITB #2011-12/22.**

Relationship of signatory to principal: _____

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If not applicable, please indicate below. Do not leave blank)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

Witnesses:

Bidder:

Witness

Print Name

Witness

Signature

SDBE Unavailability Affidavit

_____ (Bidder) has submitted a bid for **Water Meter Fitting and Water Line Accessories, ITB #2011-12/22** to the City of Deerfield Beach, Florida, and has made a good faith effort to secure the participation of Small Disadvantaged Business Entities (SDBE's) as that term is defined in the City of Deerfield Beach Ordinance No. 1993/068.

List name, address, and phone number of SDBE's contacted, and product or services the SDBE supplies.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Based upon good faith efforts, SDBE participants were unavailable or their employment for this project impracticable.

Bidder's Name

Signature

Date

STATE OF FLORIDA)

) SS.

COUNTY OF BROWARD)

Sworn to and subscribed before me this _____ day of _____, 2012

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

My Commission Expires: _____

_____ Personally Known to me/
_____ Not personally known to me

DID _____ / DID NOT _____ - Take an oath

Non-Collusive Affidavit

_____ (Bidder's Name) being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Bidder, firm or person to fix the price or prices in the attached proposal or of any other Bidder, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached Bid Schedule are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Bidder's Name	Signature	Date
----------------------	------------------	-------------

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
 NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

 (Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Drug-Free Workplace Form

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Name

Signature

Date

References

The following is a list of at least four (4) references that Bidder has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

2. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

3. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

4. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

Note: Additional references may be attached and provided.

Variances to the ITB

State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Bidder will be deemed to be part of the proposal submitted unless such variation or exception is listed in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this ITB.

Variances: _____

Company Name: _____

Bidder's Name (Print): _____

Signature: _____

Date: _____



City of
D E E R F I E L D

B E A C H

ADDENDUM #1

ITB # 2011-12/22
Water Meter Fittings and Water Line Accessories

August 10, 2012

Our records indicate your firm is a plan holder of above referenced ITB. The following information is being transmitted to provide clarification on the terms and conditions.

The initial term of the contract shall be for three (3) years. During the initial term percentage discounts shall remain firm. 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.

Reference Sections 1.3, 3.9, 3.10, 3.12 of ITB #2011-12/22

A signed copy of this addendum shall be included in your proposal, due Wednesday, August 29, 2012.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Proposer's Name

Date

Company Name



City of
D E E R F I E L D

B E A C H

ADDENDUM #2

ITB # 2011-12/22
Water Meter Fittings and Water Line Accessories

August 21, 2012

Our records indicate your firm is a plan holder of above referenced ITB. The following information is being transmitted to answer a vendor question.

Q1 The bid format is based on a manufacturer's LIST price with discount. The price is subject to change based on the assumption the manufacturer changes the LIST price from time to time. Some manufacturers do change their LIST prices & keep the discount structure constant. However, some manufacturers do NOT change their LIST price, and vary their discount structure. Consequently, it makes it difficult to provide a bid for those manufacturers who do NOT change their LIST price. For instance, MJ Fitting manufacturers rarely change their LIST price, but do change their discount multipliers semi-annually or annually.

A1 Bid Schedules that do not conform to the ITB requirements shall be considered a variance. Please refer to page 8, Section 2.6 – Variances, and page BP-21, Variances.

A signed copy of this addendum shall be included in your proposal, due Wednesday, August 29, 2012.

David Santucci, CPPB
Purchasing Manger
City of Deerfield Beach

Proposer's Name

Date

Company Name