



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:


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

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative 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 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 are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their 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 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.

 <p style="text-align: center;">Submit Bids To: City of Hollywood 2600 Hollywood Boulevard Hollywood, Florida 33020 Office of City Clerk, Room 221</p>	<p>CITY OF HOLLYWOOD, FLORIDA</p> <p>INVITATION FOR BID</p> <p>BIDDER ACKNOWLEDGMENT</p>
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<p>Bid Title: Purchase of Fire Hydrants</p> <p>Bid No.: F-4221-10-RD</p> <p>Commodity/Service Required: Same as above.</p>	<p>Bid must be received prior to 3:00 P.M., Friday, December 11, 2009, and may not be withdrawn within 90 calendar days after such date and time. Bids received by the date and time specified will be opened in Room 303. All Bids received after the specified date and time will be returned unopened.</p> <p>Procurement Services Contact: Ralph Dierks, Kimberly Kilpatrick or Ian Superville or his designee.</p> <p>Telephone No.: (954) 921-3223 or (954) 921-3222</p>
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BIDDER ACKNOWLEDGMENT

THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO THE DATE AND THE TIME OF BID OPENING. THE BID SUMMARY SHEET PAGES ON WHICH THE BIDDER ACTUALLY SUBMITS A BID AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH THE BID.

Bidder's Name:	Fed. ID No. or SS Number
Mailing Address:	Telephone No.:
	Fax No.:
Indicate type of organization below:	Is the Bidder a City of Hollywood Qualified Local MBE or SBE? Yes <input type="checkbox"/> No <input type="checkbox"/>
Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other	Certifying Agency:
Bid Guarantee is attached in the amount of \$	Delivery: Calendar days after receipt of order
Reason for No Bid:	Payment Terms:

CHECK BOX BELOW TO ACKNOWLEDGE THIS BID.

The undersigned bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addenda. Further, by checking the Agree box listed below, pages 2 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this bid for the above bidder.

Agree

 Authorized Name

 Title

 Date

CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. All prices quoted shall be F.O.B. destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Contract Period (Open-End Contract):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor

prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
 - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
 - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** **If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid.
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.
25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
27. **Minority Business Enterprise and Local Small Business Enterprise Participation:** The City of Hollywood is strongly committed to ensuring the maximum participation of qualified local minority business and qualified local small business enterprises (MBEs/SBEs) as defined in the City of Hollywood's Local MBE/SBE Program on City projects as contractors and subcontractors for the procurement of goods and services.

Notification is hereby given that qualified local minority business and qualified local small business enterprises are encouraged to participate in the City of Hollywood's Local Minority Business Enterprise and Local Small Business Enterprise Program by submitting a bid/proposal package for this project. Local Minority Business Enterprise and Local Small Business Enterprise Program information and application can be obtained by visiting www.hollywoodfl.org/minority-small-business-enterprise/.

Bidders/Proposers are hereby notified that qualified local minority business enterprises and qualified local small business enterprises shall have the maximum opportunity to compete for and perform such contracts and subcontracts and provide material supplies for such contracts and subcontracts in accordance with the City's Local Minority Business Enterprise and Local Small Business Enterprise Program. Bidders/Proposers should complete the "Tabulation of Subcontractors and Material Suppliers" form (Exhibit A) listing all subcontractors and materials suppliers, including qualified local minority business enterprise and qualified local small business enterprise subcontractor and material suppliers that will participate on this project.

Enforcement of Program Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in, or eligibility to participate in the City of Hollywood's qualified local MBE/SBE obligations under a city contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City.

Violators of the City's Local Minority Business Enterprise and Local Small Business Enterprise Program may be subject to, on an individual and/or entity basis, debarment or suspension from participating in the City's contracts in accordance with the City of Hollywood's Debarment and Suspension Policy.

28. **Local Preference:** The City pursuant to its Purchasing Authority shall grant a preference in the amount of five percent (5%) up to \$100,000 and two percent (2%) thereafter of the Bid price to vendors whose business location is within Hollywood, Florida. The Vendor shall have the burden of demonstrating that it maintains an office or other site where it operates, conducts, engages in or carries on all or a portion of its business within Hollywood, Florida.
29. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
30. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
31. **Protest:** Notice of intent to award a contract will be posted for review by interested parties in the Procurement Office or on the City's website at www.hollywood.org no later than five (5) business days after the award of a contract. Any actual or prospective bidder who is aggrieved in connection with the pending award must file a written protest within five (5) business days after the posting date, in accordance with the City of Hollywood's Purchasing Ordinance Section 38.51, or any right to protest is forfeited.
32. **Disclosure Statement:** Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name

Relationship

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

**CITY OF HOLLYWOOD
"AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY"
PURCHASING & MATERIALS MANAGEMENT DIVISION
ADMINISTRATIVE CENTER
HOLLYWOOD, FLORIDA 33020**

SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP

INVITATION TO BID

This Invitation to Bid represents a Cooperative Bid for the Southeast Florida Governmental Cooperative Purchasing Group for the following commodity.

**PURCHASE OF FIRE HYDRANTS
OPENING: 3:00 P.M., FRIDAY, DECEMBER 11, 2009**

The participating agencies for this bid are:

- | | | | |
|----|-------------------------|-----|------------------------|
| 1. | City of Hollywood | 7. | City of Pembroke Pines |
| 2. | City of Coconut Creek | 8. | City of Sunrise |
| 3. | City of Margate | 9. | City of Coral Springs |
| 4. | City of Boca Raton | 10. | City of Cooper City |
| 5. | City of Deerfield Beach | 11. | City of Miramar |
| 6. | City of Dania Beach | 12. | Town of Davie |
| | | 13. | City of Tamarac |

The Agency responsible for issuing this bid is the City of Hollywood, Division of Procurement Services, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020.

All questions concerning this Invitation to Bid should be addressed to the issuing agency, hereinafter referred to as the "lead agency." All responses to the bid are to be returned to: City of Hollywood, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020 no later than **3:00 P.M., FRIDAY, DECEMBER 11, 2009**, with the Bid number and due date marked plainly on the envelope.

Bid award will be made by the City of Hollywood. Each participating agency will execute its own contract with the Contractor(s) in accordance with its respective purchasing policies and procedures.

Each participating governmental entity will be responsible for issuing its own purchase orders, and for order placement. Each agency will require separate billings, be responsible for payment to the vendor 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 Bid document to a single entity or location will, in fact, be understood as referring to all participating entities referenced in this Invitation to Bid.

The successful Contractor(s) shall be responsible for advising the lead agency, referenced in the award, of those participants who may fail to place orders under this award.

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT FOR NEW USAGE, DURING THE CONTRACT TERM, OR ON ANY CONTRACT EXTENSION TERM, IF APPROVED BY THE LEAD AGENCY. NEW CO-OP MEMBERS MAY PARTICIPATE IN ANY CONTRACT, ON ACCEPTANCE AND APPROVAL BY THE LEAD AGENCY. (A listing of current Co-op members is attached.)

ANY PROBLEM WITH PARTICIPATING AGENCIES REFERENCED IN THIS AWARD WILL BE BROUGHT TO THE ATTENTION OF THE LEAD AGENCY.

THIS INVITATION TO BID IS CONSIDERED AN INTEGRAL PART OF THE BID DOCUMENT, AND ANY RESULTANT AWARD, AND SHALL BE INCLUDED BY REFERENCE INTO ANY CONTRACT.

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Name & Address	Contact	Phone	Fax
Boca Raton, City of 201 W. Palmetto Park Rd. Boca Raton, FL 33432	Carol Thomas Diane Lopresti	561-393-7876	561-393-7983
Broward Community College-Purch. Dept. 225 E. Las Olas Blvd. Ft. Lauderdale, FL 33301	Bob Persiano/B. Mitchell	954-761-7485	954-761-7330
Broward County Parks & Recreation 950 NW 38 Street Oakland Park, FL 33309	Marilyn Cahill	954-357-8125	954-357-2849
Broward County School Board 7720 W. Oakland Park Blvd Sunrise, FL 33351	A Denis/C Barker M Alan	954-765-6119	954-767-8417
Broward County Purchasing Dept. 115 S. Andrews Ave., Rm. 212 Ft. Lauderdale, FL 33301	Liz Overton B McKenny/Yasmin Teja K Walbridge	954-357-6073	954-357-8535
Broward County Sheriff-Purchasing 2601 W. Broward Blvd. Ft. Lauderdale, FL 33312	Susan Kuzenka Ed Witkowski/R Torres	954-321-4748	954-765-4006
Coconut Creek, City of 4800 W. Copans Rd. Coconut Creek, FL 33063	Sheila McGann/Linda Jeethan	954-973-6730	954-973-6794
Cooper City, City of PO Box 290910 Cooper City, FL 33329	Kerri-Anne Hartley	954-434-4300	954-434-5099
Coral Springs, City of-Purchasing 9551 W. Sample Road Coral Springs, FL 33065	Angelo Salomone/R. Matias/ G. Dixon	954-344-1103/1100/ 1101/1104/1186	954-344-1198
Davie, Town of 6591 SW 45 St. Davie, FL 33314	Herb Hyman/Gail Dixon	954-797-1016/1015	954-797-1049
Deerfield Beach, City of-Supt. Srvs. 210 SW Goolsby Blvd. Deerfield Beach, FL 33442	Donna Council/Paul Collette	954-480-4380/4418	954-480-4388
Fort Lauderdale, City of-Purchasing 1350 W. Broward Blvd. Ft. Lauderdale, FL 33312	Richard Ewell/ Linda Wilson	954-761-5138	954-761-5650
Greenacres, City of – Purchasing 5985 Tenth Avenue North Greenacres, FL 33463-2399	Lynda Venne	561-642-2039	561-642-2037
Hallandale, City of-Purchasing 400 S. Federal Highway Hallandale, FL 33009	Andrea Lues	954-457-1333	954-457-1342

Name & Address	Contact	Phone	Fax
Hollywood, City of-Purchasing 2600 Hollywood Blvd., Rm. 303 Hollywood, FL 33020	Ian Superville/Janice English /Ralph Dierks	954-921-3345/ -3552/-3223/	954-921-3086
Lauderdale Lakes, City of 4300 NW 36 Street Lauderdale Lakes, FL 33319	Neil Appel	954-731-1212/2721	954-714-9035
Lauderhill, City of-Purchasing 2000 City Hall Drive Lauderhill, FL 33313	Ruby Levy	954-730-3044	954-730-3025
Margate, City of-Purchasing 5790 Margate Blvd. Margate, FL 33063	Pat Greenstein/C. Guzzi Spencer Shambray	954-972-6454	954-935-5258
Miramar, City of-Purchasing 6700 Miramar Parkway Miramar, FL 33023	Margaret Palomino Carlos Cavilches	954-967-1550	954-967-1699
North Miami, City of 776 NE 125 Street N. Miami, FL 33161	Debbi Falestra	305-891-2617	305-891-2617
North Miami Beach, City of 17011 NE 19 Avenue North Miami Beach, FL 33162	Shannon Graham	305-948-2976	305-948-2996
Oakland Park, City of-Purchasing 3650 NE 12 Avenue Oakland Park, FL 33334	Maggie Turner	954-561-6105	954-561-6299
Pembroke Pines, City of-Purchasing 10100 Pines Blvd. Pembroke Pines, FL 33026	Terry Burzo	954-450-6918	954-435-6524
Pompano Beach, City of 1190 NE 3rd Ave., Bldg. C Pompano Beach, FL 33060	Leeta Hardin	954-786-4098	954-786-4168
South Florida Regional Transportation Authority (SFRTA) 800 NW 33 Street, Ste 100 Pompano Beach, FL 33064	Ann Lodato	954-942-7245	954-788-7878
Sunrise, City of-Purchasing 10770 W. Oakland Park Blvd. Sunrise, FL 33351	Holly Raphaelson	954-572-2274	954-572-2278
Tamarac, City of-Purchasing 7525 NW 88 Avenue Tamarac, FL 33321	Lynda Flurry	954-724-2450	954-724-2408
Village of Wellington 14000 Greenbriar Blvd. Wellington, FL 33414	Jim Volkman	561-791-4111	561-753-2548

Special Instructions to Bidders (In addition to General Conditions)

SUBMISSION OF FORMAL SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

PURPOSE:

The City of Hollywood, Florida, is seeking bids to establish a One (1) Year Open End contract for the purchase of Fire Hydrants to be used by the Underground Utilities Division.

No guarantee is expressed or implied as to the total quantity of fire hydrants to be purchased under this Open End Contract. Estimated quantities will be used for bid comparison purpose only. The City of Hollywood reserves the right to issue purchase orders as and when required. No delivery shall become due or acceptable without a written order by the City. Such order will contain the quantity, time of delivery and other pertinent data. If urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

TERMS:

The contract period shall start with the expiration date of any previous contract or date of award, whichever is latest, and shall terminate one (1) year from the date. The contractor will complete delivery and the City will receive delivery on any order mailed to the contractor prior to the date of expiration. The appropriate City official may renew this contract for two (2) additional one (1) year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of intent to renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract.

TERMINATION:

The City of Hollywood reserves the right to terminate this agreement with or without cause.

CONTACTS:

For information concerning procedure for responding to this Invitation for Bid (IFB), contact the Procurement Services Division, Ralph Dierks, Senior Procurement Specialist at (954) 921-3222, Kimberly Kilpatrick, Procurement Specialist at 954-921-3222 or Ian Superville, Procurement Contracts Officer or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Senior Procurement Specialist, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail, rdierks@hollywoodfl.org or kkilpatrick@hollywoodfl.org.

Any questions you may have as to technical specifications may be directed to Ken Fields, Public Utilities Manager at (954)967-3046.

SPECIFICATIONS:

All fire hydrants shall comply in all respects with AWWA Standard C-502, or its latest revision. All hydrants shall be FM approved and UL listed. Also, all hydrants must offer at least ten (10) year warranty as a factory standard.

All hydrants must be of the common compression design. The main valve must close with the line pressure and must be 5 ¼" in diameter as directed by the City.

All hydrants shall be traffic type with breakable flange feature and automatic self-lubrication systems with all bearing surfaces located in the bonnet. Inlet shoe shall be coated inside with epoxy and shall be Ductile Iron material. Hydrants shall open counterclockwise and shall have a weather cap with an indicator denoting open direction.

Hydrants **shall** be supplied with accessories to include mechanical joint follower rings with set screws and at least one adjustable hydrant wrench with spanner included with every **ten (10)** hydrants supplied. Barrel extension sections shall not be allowed on new fire hydrants, except by special permission by the CITY.

No hydrant will be considered that does not have a **minimum** working pressure of 200 PSI and a test pressure of 400 PSI.

Hydrants furnished to the City of Hollywood shall be three (3) way with one (1) 4 ½" pumper nozzle and two (2) 2 ½" hose nozzles. All threads shall conform to NFPA No. 194(ANSI B26) National Standard Thread (NST) for screw threads and gaskets for fire hose couplings.

All hydrants shall have 6" mechanical joint connections.

The City of Hollywood will accept only American-Darling B-84-B or Mueller Super Centurion 200 A-423 Fire Hydrants with no exceptions.

Hydrants shall be available in bury depths of three (3) foot, three and one half (3 ½) foot and four (4) foot.

COST ADJUSTMENTS:

The costs for all services purchased under this contract shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

PARTICIPATING AGENCIES

<u>Agency/Delivery Address</u>	<u>Estimated Annual Usage</u>			<u>Contact</u>
	3'	3'6"	4'	
A. City of Hollywood 1715 North 21 Avenue Hollywood, Florida 33020	25	25	10	Ralph Dierks 954-921-3223
B. City of Coconut Creek/Public Wks 4800 W. Copans Rd. Coconut Creek, FL 33063	4	4	-	Dave Santucci 954-956-1584
C. City of Margate 980 NW 66 th Avenue Margate, Florida 33063	-	12	-	Connie Guzzi 954-972-6454
D. City of Boca Raton 1401 Glades Road Boca Raton, Florida	-	-	30	Sharlene L. Solis 561-393-7872
E. City of Deerfield Beach 200 Goolsby Blvd. Deerfield Beach, Florida 33442	8	8	4	Tom Hostetler 954-480-4339 Donna Council 954-480-4380
F. City of Miramar 13900 Pembroke Road Miramar, Florida 33025	2	3	10	Margaret Palomino 954-602-3052 Dave Winter 954-883-6828
G. City of Pembroke Pines 13975 Pembroke Road Pembroke Pines, Florida 33024	-	12	-	Terri Burzo 954-437-1111
H. City of Sunrise 14150 NW 8 th Street Sunrise, Florida 33351	-	10	-	Holly Raphaelson 954-572-2274
I. City of Coral Springs 3800 NW 85 Avenue Coral Springs, Florida	1	3	1	Art Resnik 954-344-1101 Water Plant 954-345-2160
J. City of Cooper City 11791 SW 49 th Street Cooper City, Florida 33330	-	-	4	Kerri Anne Fisher 954-434-4300 Ext.268 Jeff Roberson 954-434-5519

<u>Agency/Delivery Address</u>	<u>Estimated Annual Usage</u>			<u>Contact</u>
	3'	3'6"	4'	
K. City of Dania Beach	1	3	2	Leo Williams
100 W. Dania Beach Blvd.				954-924-3743
Dania Beach, FL				
L. Town of Davie	2	3	1	Herb Hyman
3500 NW 76 Avenue				954-797-1016
Hollywood, FL 33024				
M. City of Tamarac	2	4	4	Keith Glatz
10101 State Street				954-597-3567
Tamarac, FL 33321				
Total for all participating agencies	45	87	66	

GENERAL LIABILITY INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \$100,000 per Person
- \$300,000 per Occurrence
- \$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VEHICLE LIABILITY INSURANCE REQUIREMENTS

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

- \$ 50,000 per Person
- \$100,000 per Occurrence
- \$ 25,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Signature)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney’s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(Company Name and Signature)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

Disclosure of Conflict of Interest: Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor’s business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

NOTE: Give both unit price and extended total. Prices must be stated in units to quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable
 N/C = No Charge
 N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BID FIRM PRICES F.O.B. PREPAID AND INCLUDED.

ITEM	EST. QTY.	DESCRIPTION	FIRM UNIT PRICE	ESTIMATED TOTAL COST
A.	45	Fire Hydrants 3' Bury 5 1/4" As per specifications herein	\$	\$
Mfg. & Model No.				
Warranty (Min. 5 years)				
Delivery (Number of Calendar days after placement of order.)				
B.	87	Fire Hydrants 3' 6" Bury 5 1/4" As per specifications herein	\$	\$
Mfg. & Model No.				
Warranty (Min. 5 years)				
Delivery (Number of Calendar days after placement of order.)				
C.	66	Fire Hydrants 4' Bury 5 1/4" As per specifications herein	\$	\$
Mfg. & Model No.				
Warranty (Min. 5 years)				
Delivery (Number of Calendar days after placement of order.)				
Indicate percentage discount off manufacturer's list for repair, parts and accessories:				

ORDERS WILL BE PLACED, AS REQUIRED, THROUGHOUT THE CONTRACT PERIOD.

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE BID DOCUMENT IF NOT SUBMITTING BID ON-LINE.

BID SUBMITTAL COMPLETION CONFIRMATION:

1. I, THE BIDDER, HAVE COMPLETED AND SIGNED (PREFERABLY IN BLUE INK) ALL REQUIRED BID DOCUMENT PAGES.
YES _____

2. I, THE BIDDER, HAVE SUBMITTED MY BID ON THE BID SHEETS PROVIDED, AND ACKNOWLEDGE THAT BIDS NOT SUBMITTED ON BID SHEETS PROVIDED MAY BE REJECTED.
YES _____

3. I, THE BIDDER, HAVE FILLED IN ALL SPACES ON THE PRICING PAGE AS NOTED, AND ACKNOWLEDGE THAT BIDS WITH SPACES LEFT BLANK ON THE PRICING PAGE MAY BE REJECTED.
YES _____

4. I, THE BIDDER, HAVE INCLUDED ALL INFORMATION, CERTIFICATES, LICENSES AND ADDITIONAL DOCUMENTATION AS REQUIRED BY THE CITY IN THIS BID DOCUMENT.
YES _____

5. I, THE BIDDER, HAVE CHECKED FOR ANY ADDENDUMS TO THIS BID, AND WILL CONTINUE TO CHECK FOR ANY ADDENDUMS UP TO THE DUE DATE AND TIME OF THIS BID.
YES _____

6. I, THE BIDDER, HAVE INCLUDED ON THE FACE OF THE ENVELOPE, MY COMPANY NAME AND RETURN ADDRESS, THE DATE AND TIME OF BID OPENING, AND THE BID NUMBER.
YES _____

7. I, THE BIDDER, HAVE SUBMITTED ONE (1) ORIGINAL AND THREE (3) COPIES OF THE ENTIRE BID DOCUMENT AND ADDENDUMS.
YES _____

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____