

Meeting Date: 05/24/16

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent  Ordinance  Resolution  Consideration/Discussion  Presentation

SHORT TITLE Approval to award Bid #E-28-16, Cartridge Filters to the lowest responsive, responsible bidder, American Melt Blown & Filtration, Inc., in the amount of \$ 31,800.00 annually.

**Summary of Purpose and Why:**

Bid E-28-16 was issued for the Utilities Department to establish an annual, open-ended contract for purchase of cartridge filter elements. These filters will be used in the City's Water Treatment Plant to produce drinking water. Bid award is recommended to the lowest responsive, responsible bidder American Melt Blown & Filtration, Inc., in the amount of \$31,800.00 annually. The contract period is one year, commencing upon award, with contract renewal possible as stated in the bid specifications. The General Services Department performed outreach to local commercial water filter companies to inform them about this project. A total of three (3) local companies were notified. City Commission approval of the contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 786-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$31,800.00 annually from budgeted funds in account 412-3320-533.46-30/Water Treatment Plant/Repair & Maintenance/ Machinery & Equipment.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>5/13/16</u>	<u>Approve</u>	<u>[Signature]</u>
General Services	<u>5/11/16</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>5/13/16</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>5/16/16</u>		

[Signature]  
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			

**MEMORANDUM**

Purchasing #16-068  
May 2, 2016

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OJ*

From: Jeffrey English, Purchasing Agent *JE*

Subject: Award Bid E-28-16, Cartridge Filters

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Contract Need/Background

Bid E-28-16 was issued for the Utilities Department to establish an annual, open-ended contract for purchase of cartridge filter elements. These filters will be used in the City's Water Treatment Plant to produce drinking water.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Utilities Department, the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids.....2

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The contract will be funded from budgeted funds in account 412-3320-533.46-30/Water Treatment Plant/Repair & Maintenance/Machinery & Equipment.

Purchasing #16-068

Page 2

April 25, 2016

### Market Research

The General Services Department performed outreach to local water filter companies to inform them about this project. A total of three (3) local companies were notified.

### Award Recommendation

After reviewing the responses to this bid with the Utilities Department it is recommended that the award for E-28-16 be made to the lowest bidder, American Melt Blown & Filtration, Inc. in the amount of \$31,800.00 annually.

enclosures

cc: file



Phone: (954) 545-7016

**City of Pompano Beach  
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

**MEMORANDUM NO. 16 - 24**

**DATE:** April 20, 2016  
**TO:** Otis Thomas, General Services Director  
**C:** A. Randolph Brown, Utilities Director *ARB*  
Jeff English, Purchasing Agent  
**FROM:** Phil Hyer, Utilities Treatment Plant(s) Superintendent *PH*  
**SUBJECT:** Membrane Plant Cartridge Filters Bid # E-28-16

**Approval Request:**

The award of Bid # E-28-16 Cartridge Filters to the lowest specified product bid.

**Explanation:**

Membrane plant cartridge filters are necessary to pre-filter the raw water from the well-field prior to the membrane softening process, preventing particulates from fouling the membranes. This item is an ongoing replacement consumable, not a new item.

Bid # E-28-16 from American Melt Blown & Filtration, Inc. was one of two bids received. Their bid price of \$7.95 per filter is \$3.65 less expensive per filter than the other bid received. Their bid is also \$3.00 less expensive than the previous unit price of the bid awarded in 2011.

This will result in savings of \$12,000.00 annually, based on previous bid contract and \$14,600.00 compared to the price bid of the second bidder for the current bid. These costs savings are based on an estimated purchase of 4,000 five micron cartridge filters per year.

American Melt Blown & Filtration also extended the same pricing for the alternate requests of one and three micron filters. Comparatively, the second bidder listed progressively higher unit costs for these other filters.

**Recommendation:**

Based on the information submitted for Bid # E-28-16, the Utilities Department recommends the award of Bid # E-28-16 to American Melt Blown & Filtration, Inc. in the amount of \$31,800.00 for the estimated annual purchase of 4,000 filters. Funding is available in the Water Treatment Plant, Repair & Maintenance/Machinery & Equipment account # 412.3320.533.46.30.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 04/19/16

To: Utilities Department Attn.: Phil Hyer

Subject: Bid No. E-28-16 Item/service: Cartridge Filters

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 412-3320-533.46-30

Title: Water Treatment Plant, Repair & Maintenance/Machinery & Equipment

2. RECOMMENDATION:

(a) Which bidder do you recommend?

American Melt Blown & Filtration, Inc.

(b) Is the recommended bid the lowest bid received?

Yes X No       

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No        Not applicable for this bid       

Signature: 

Date: April 20, 2016

Title: Utilities Director  
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-28-16 Title: Cartridge Filters

Date 04/13/16

	Bidder:	American Melt Blown & Filtration, Inc. 1030 E Elm St. Rensselaer, IN, 47978	Tri-Dim Filter Corp. 1337 SE Dixie Hwy. Stuart FL, 34994
1	Cartridge filter element, for removal of particles 5 microns and larger, as specified 1 EA	7.95	\$11.60
	<b>Total for 4,000:</b>	<b>\$31,800.00</b>	<b>\$46,400.00</b>
	State Manufacturer/Model bid:	American Melt Blown & Filtration/Quad RO Series	GE Water Zcore-05-39-5-EKB
Alt 1	Cartridge filter element, for removal of particles 3 microns and larger, as specified 1 EA	7.95	\$11.90
	<b>Total for 4,000:</b>	<b>\$31,800.00</b>	<b>\$47,600.00</b>
	State Manufacturer/Model bid:	American Melt Blown & Filtration/Quad RO Series	GE Water Zcore-03-39-5-EKB

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-28-16 Title: Cartridge Filters

Date 04/13/16

Alt 2	Cartridge filter element, for removal of particles 1 microns and larger, as specified 1 EA	7.95	\$12.10
	<b>Total for 4,000:</b>	<b>\$31,800.00</b>	<b>\$48,400.00</b>
	State Manufacturer/Model bid:	American Melt Blown & Filtration/Quad RO Series	GE Water Zcore-01-39-5-EKB
	Delivery time ARO (calendar days):	14	21
	Sample included with bid:	Yes	Yes
	Addendum Acknowledged:	Yes	Yes
	Notes:		



**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

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**BID E-28-16—CARTRIDGE FILTERS**

March 14, 2016

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the purchase of cartridge filter elements to be used by the Utilities Department at the water treatment plant. Sealed bids will be received until **2:00 p.m. (local), April 13, 2016**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida, 33060. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Jeff English, Purchasing Agent at (954) 786-4098.

**SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS**

A. Intent

The intent of this bid is to establish an annual, open-end contract for the purchase of cartridge filter elements as specified herein, delivered, as and when needed. These filters will be used in the City's Water Treatment Plant to produce drinking water, and all products bid must be authorized for such use.

Successful bidder shall be responsible for furnishing and delivering to the City of Pompano Beach Membrane Water Treatment Plant cartridge filter elements for raw water filtration prior to the Nano Filtration treatment system as per the specifications contained herein.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. 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 product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The City of Pompano Beach reserves the right to increase or decrease total quantities ordered as required. The total estimated annual usage is 4000 cartridge filters. The City anticipates that 3-4 orders will be made per year, for approximately 1000 cartridge filters per order. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. No minimum order stipulations allowed.

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total. The City reserves the right to award based upon the Grand Total for the alternate 3 micron cartridge filter or the Grand Total for the alternate 1 micron cartridge filter. Whichever the City determines is in the City's best interest.

E. Pricing

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) delivered to the City of Pompano Beach Water Treatment Plant, 301 N.E. 12th Street, Pompano Beach, 33060. The successful bidder shall be fully responsible for any and all delivery/transport charges to and from destination.

F. Delivery

Normal delivery must be completed within fifteen (15) calendar days after receipt of an order from the City. Back-orders shall be made known to the City at the time of order

placement. The City seeks a source of supply that will provide accurate and timely delivery. Failure to supply deliveries within requested time period may result in contract cancellation. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

In the event of an emergency, the City may require expedited delivery. Expedited delivery is required within 3 days of order placement. It will be the sole discretion of the City what constitutes an emergency.

The Water Treatment Plant will only accept deliveries between the hours of 7:00 a.m.-3:00 p.m., Monday-Friday. Emergency deliveries will be accepted anytime of the day or night, seven days a week.

In the event the Bidder cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Bidder shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may purchase cartridge filters from another vendor. The City shall have the right to deduct the cost incurred in having to procure such filters from an alternate source and the difference in price shall be the responsibility of the Bidder under this contract.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

H. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5

million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.**

#### Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:  
[http://pompanobeachfl.gov/pages/department\\_directory/development\\_services/business\\_tax\\_receipt\\_division/business\\_tax\\_receipt\\_division.html.php](http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php)

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.**

#### I. Detail Specifications

1. Cartridge filters shall be constructed with 100% FDA grade polypropylene material approved for potable water use. Must have NSF/ANSI-61 -Health Effects for Drinking Water Systems and NSF/ANSI-42 -Aesthetic Effects certifications.
2. Cartridge shall be free of any surfactants or other finishes.
3. Cartridge shall be melt blown style (no substitutes) with polypropylene core and rated for removal of particles 5 microns and larger. Efficiency for removal of particles 5 micron (nominal) and larger shall be at least 90%.
4. Filter end caps must be thermally welded onto the cartridge with no use of glue or other binders.

5. An alternate quote for 1.0 micron and separate 3.0 melt blown micron filters with polypropylene core using the same basic specifications is also sought, should the City chose to utilize at some point for increased filtration testing during the contract period.
6. Cartridge must be manufactured in a facility dedicated and constructed with the sole purpose of manufacturing filters. Must have required QA/QC test lab equipment on site for continuous quality testing to ensure product consistency. Plant must maintain complete production records and track production by lot numbers.
7. Cartridge must have a 1.1" I.D. with a Polypropylene core and a 2.5"+/- 1/16" O.D.
8. Cartridge filter shall be 39.5" to 40" long, single open-end construction with dual 222 Buna N O-rings and integral polypropylene flexible fin or spring (style 222) on the closed end. The end cap shall nest around the outside of the cartridge for at least 1/2".

J. Qualifications

1. This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the cartridge filters specified. Bidders should submit the following information with their bid package to be considered responsive in order for the City to evaluate the bidder's qualifications. Failure to submit the requested information may result in the bid being considered non-responsive. In addition, the successful bidder must adhere to the following stipulations, meet and submit proof of the following requirements.
  - a. The manufacturer of the filter cartridges proposed must have been regularly engaged in the production of filter cartridges for a minimum of three (3) years.
  - b. Manufacturer of the product bid must submit proof that a Quality Control Program is in place.
  - c. The same cartridge filter manufacturer must manufacture the entire allotment of cartridge filters for the entire term of the contract.
  - d. Bidder shall have been in business a minimum of three (3) years from the bid opening date.
  - e. Each bidder shall furnish a list of at least three (3) satisfactory existing customers in the State of Florida currently using the manufacturer's cartridge filters, for 5, 3 and 1 micron filters, in a municipal potable water application employing Nano filtration or reverse osmosis membranes. Filters shall have been in use a minimum of 6 months to be considered. The list should include the customer, address, contact person, phone

number, cartridge model number used, and the length of time the cartridge has been used at the facility.

- f. The successful bidder must be able to provide on-site (at the City's plant) technical support by a manufacturer's representative within five (5) calendar days of receipt of a request by the Utilities Department.
- g. Successful bidder must deliver cartridge filters to the Utilities Department within fifteen (15) calendar days after receipt of the City's order.
- h. Bidder shall maintain a complete change-out quantity of 1000 filters of the 5 micron bid in stock at all times for immediate shipment. This also applies to the bid alternate filters should the City change to use of either 3 or 1 micron filters for normal operations.
- i. Bidder shall have the ability to process the order to assure receipt within three (3) calendar days to the City of Pompano Beach Water Plant in an emergency.

2. Each bidder will furnish **with their bid** a sample cartridge filter element identical to that proposed. The sample must be received in Purchasing no later than the advertised bid opening date/time.

K. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by

CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:** Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form
- \_\_\_ owned
- \_\_\_ hired
- \_\_\_ non-owned

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email [purchasing@copbfl.com](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

- 1. Submission and Receipt of Bids
  - 1.1. Bidders must use the form furnished by the City.
  - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
  - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
  - 1.4. Your sealed bid envelope should show the following information:
    - 1.4.1. Your return mailing address in the upper left-hand corner.
    - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
    - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: \_\_\_\_\_".
  - 1.5. Use the following address for delivery of bids:
 

City of Pompano Beach  
 Purchasing Division  
 1190 N.E. 3rd Avenue, Building C  
 Pompano Beach, FL 33060
  - 1.6. Late bids will not be considered and will be returned unopened.
  - 1.7. Bids transmitted by email or facsimile will not be accepted.
- 2. Completion of Bid Forms
 

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
- 3. Signature Required
 

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
- 4. Prices to be Firm
 

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
- 5. Extensions

- If there is an error in extensions (mathematical calculations), unit prices will prevail.
- 6. Delivery
  - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
  - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
  - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
- 7. Signed Bid Considered an Offer
 

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
- 8. Quality
 

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
- 9. Brand Names
 

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. Default Provisions
 

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

- 11. Samples  
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. Acceptance of Materials  
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. Manufacturers' Certifications  
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. Copyrights and Patent Rights  
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. Laws and Regulations  
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
- 16. Taxes  
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
- 17. Conflict of Instructions  
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. Exceptions to Specifications  
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood

- that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. Warranties  
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
  - 20. Retention of Records and Right to Access Clause  
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
  - 21. Qualifications/Inspection  
Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
  - 22. Anti-collusion Statement  
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.  
  
Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
  - 23. Indemnification  
Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage,

costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is

terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the 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 Chapter 893 or of any controlled substance law of the United States of 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.
- 33. **Invoicing/Payment**  
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
- 34. **Optional Contract Usage**  
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
- 35. **Non Discrimination**  
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
- 36. **Notice To Contractor**  
The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
- 37. **Costs Incurred by Bidders**  
All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the

- sole responsibility of the Bidder and shall not be reimbursed by the City.
- 38. **Public Records**
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name \_\_\_\_\_

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD  
PER GENERAL CONDITIONS SECTION 3

Estimated Annual Quantity	Description	Unit Cost	Total
4,000 each	Cartridge filter element, for removal of particles 5 microns and larger, as specified herein	\$ _____/ea	\$ _____
GRAND TOTAL			\$ _____
4,000 each	Cartridge filter element, for removal of particles 3 microns and larger, as specified herein	\$ _____/ea	\$ _____
GRAND TOTAL Alternate 1			\$ _____
4,000 each	Cartridge filter element, for removal of particles 1 microns and larger, as specified herein	\$ _____/ea	\$ _____
GRAND TOTAL Alternate 2			\$ _____

State manufacturer/model bid: \_\_\_\_\_  
(Include complete descriptive literature with your bid)

A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

State location for obtaining parts and service during and after the warranty period:

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_

Delivery time after receipt of order \_\_\_\_\_ calendar days.

Bidder Name \_\_\_\_\_

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

\_\_\_\_\_ Yes \_\_\_\_\_ No

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? Yes \_\_\_\_\_ No \_\_\_\_\_

State the time period applicable for such additional purchases: \_\_\_\_\_

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No \_\_\_\_ Yes \_\_\_\_ Name & position \_\_\_\_\_

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program \_\_\_\_ No \_\_\_\_\_

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes \_\_\_\_ No \_\_\_\_\_

Name & address of company submitting bid:

.....  
.....  
..... zip .....

Federal Employer Identification #: .....

Telephone number: .....

"Fax" number: .....

Bidder Name \_\_\_\_\_

Email: .....

Acknowledgment of the following Addenda is noted:

Addendum Number(s) \_\_\_\_\_ Date(s) Issued \_\_\_\_\_

**Manual signature of company officer:** .....

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): .....

Title of signer: .....

***Reminder - Supply the following with your bid:***

- List of at least 3 customers using each type of filters proposed- 5, 3 and 1 micron. (see K. 1. b. for requirements)
- One sample of each exact filter proposed- 5, 3 and 1 micron. (see K. 2. for requirements)

Bidder Name \_\_\_\_\_

**STATEMENT OF NO RESPONSE  
BID E-28-16—CARTRIDGE FILTERS**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3<sup>rd</sup> Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- \_\_\_\_\_ We do not offer this product or an equivalent
- \_\_\_\_\_ Our workload would not permit us to perform
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid
- \_\_\_\_\_ Unable to meet specifications (explain below)
- \_\_\_\_\_ Other (specify below)

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

DATE \_\_\_\_\_