

RESOLUTION NO. R-2023-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A PURCHASE ORDER TO HUBER TECHNOLOGY, INC. FOR THE SUPPLY OF BAR SCREEN REPAIR PARTS AND FIELD SERVICES IN AN AMOUNT NOT TO EXCEED \$300,000.00 IN ACCORDANCE WITH 38.41(C)(2) OF THE CITY'S PROCUREMENT CODE ("SOLE SOURCE").

WHEREAS, Tropical Storm Alex impacted South Florida on June 4, 2022 and caused serious flooding throughout Broward County; and

WHEREAS, the Southern Regional Wastewater Treatment Plant ("SRWWTP") received large inflows that contained high volumes of solids and non-flushable waste, resulting in damage to the two bar screens; and

WHEREAS, the Department of Public Utilities ("Department") evaluated the options for longer-term repairs and decided to repair the east bar screen and install hydraulic lift systems for both east and west bar screens, which will provide for rapid and flexible response to potential future heavy sewage inflow events; and

WHEREAS, the Department and the Chief Procurement Officer have determined that Huber Technology, Inc. ("Huber") is a sole source supplier since they are the sole manufacturer of these patented bar screens; and

WHEREAS, Department staff requested a proposal from Huber to provide parts and field services; and

WHEREAS, on December 6, 2022, the Office of Procurement and Contract Compliance posted a Notice to Sole Source Number NTSS-037-22 for the repair of bar screens and did not receive any timely inquiries or comments; and

WHEREAS, Section 38.41(C)(2) of the City's Procurement Code exempts sole-source goods, supplies, materials, equipment, and services, such as unique, patented, or franchised goods, supplies, materials, equipment or services, from the competitive bid requirements if the Chief Procurement Officer determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source; and

WHEREAS, the Director of the Department and the Chief Procurement Officer recommend that the City Commission approve and authorize the issuance of a Purchase

Order to Huber for the supply of bar screen repair parts and field services in an amount not to exceed \$300,000.00; and

WHEREAS, funding for the Purchase Order was included in the amended FY 2023 Capital Improvement Plan, and is available in account number 442.409903.53600.552240.000701.000.000; and

WHEREAS, it is estimated that the period to complete this work is 9 months after receipt of the issued Purchase Order.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the issuance, by the appropriate City officials, of a Purchase Order with Huber embodying the terms and conditions approved by the City Commission this day, in a form acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day of January, 2023.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY



Purchase Order PFY-2301178

Order	PFY-2301178
Order Date	12/20/2022
Change Order	0
Change Order Date	12/20/2022
Revision	
Ordered	300,000.00 USD

Sold To **City of Hollywood, Florida**
2600 Hollywood Blvd
HOLLYWOOD, FL 33020 Broward

Supplier **Huber Technology Inc**
9735 Northcross Center Court
Suite A
Huntersville, NC 28078

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR **City of Hollywood**
 Mail To **Accounts Payable, Room 119**
P.O. Box 229045
Hollywood, FL 33022-9045

Ship To **1621 N 14th Avenue**
Hollywood, FL 33020

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	37312	Net 30	None	Destination
Deliver To Contact	Shipping Method			

Rhonda Felder-McCray
 E-mail rfelder@hollywoodfl.org

File	Staff Summary - Huber Tech Sole Source PO for Bar Screen Repair.docx	Staff Summary - Huber Tech Sol
File	Resolution - Huber Tech Sole Source PO for Bar Screen Repair.docx	Resolution - Huber Tech Sole S
File	COI - Huber Tech Sole Source PO for Bar Screen Repair.pdf	COI - Huber Tech Sole Source P
File	Sole Source Letter - Huber Tech Sole Source PO.pdf	Sole Source Letter - Huber Tec
File	Sole Source Justification Form - Huber Tech Sole Source PO.pdf	Sole Source Justification Form
File	Proposal - Huber Tech Sole Source PO for Bar Screen Repair.pdf	Proposal - Huber Tech Sole Sou

Line Item	Price	Quantity	UOM	Ordered	Taxable
1 PROJECT 9216A HUBER TECH Bar Screen Emergency	300,000.00				
Attachments					
Type	File Name or URL	Title	Description		
File	Staff Summary - Huber Tech Sole Source PO for Bar Screen Repair.	Staff Summary - Huber Tech Sol			

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Line	Item	Price	Quantity	UOM	Ordered	Taxable
Attachments						
	Type	File Name or URL	Title	Description		
		docx				
	File	Resolution – Huber Tech Sole Source PO for Bar Screen Repair.docx	Resolution – Huber Tech Sole S			
	File	COI - Huber Tech Sole Source PO for Bar Screen Repair.pdf	COI - Huber Tech Sole Source P			
	File	Sole Source Letter – Huber Tech Sole Source PO.pdf	Sole Source Letter – Huber Tec			
	File	Sole Source Justification Form – Huber Tech Sole Source PO.pdf	Sole Source Justification Form			
	File	Proposal - Huber Tech Sole Source PO for Bar Screen Repair.pdf	Proposal - Huber Tech Sole Sou			
			Promised			300,000.00
			12/13/22			
			Requested			
			12/13/22			
		Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
				Line Total		300,000.00
				Total		300,000.00

DRAFT

Purchase Order PFY-2301178

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller will be liable for excess costs of procurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on

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official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Director, Procurement and Contract Compliance