

Piggyback Checklist

Using Department(s): Department of Public Utilities Underground Division

Piggyback Contract Number/Name: Florida Sheriffs Association Contract FSA20-EQU 18:0 Heavy Equipment.

Services/Supplies to be provided: Five (5) each BA150KS D285 -6" BBA Bypass Pump open frame. skid mounted, diesel driven Hatz 3H50TICD., with DOT approved trailer, one (1) each BA108KS D315 8" BBA Bypass Pump open frame skid mounted diesel driven Hatz 4H50TC, sound attenuated with DOT approved trailer.

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): The Florida Sheriffs Association is a larger organization than the City of Hollywood and therefore FSA can obtain a much lower price than us. In addition, the FSA bid the contract in early 2020 therefore, the pricing obtained at that time is more favorable and lower than a bid by COH in today's inflationary market.

Procurement Code, Section 38.41(C)(5):

(5) *Piggyback purchases.* The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	Yes		The pricing items are more favorable due to the contract agreement executed in early 2020 therefore, the pricing obtained at that time is more favorable and lower than a bid in today's inflationary market.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	Yes		FSA Cooperative Purchasing Program has already exerted the manpower, time, effort, and resources to obtain a competitive lowest bid for these services representing all counties within the State of Florida. The City of Hollywood would be best served accepting the lower pricing in this contract than is possible in today's inflationary market and not available to us except via a piggyback contract.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	Yes		Funding has been provided in the FY23 budget.

services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.

ITEMS VERIFIED		NO	COMMENT		
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		FSA20-EQU 18.0: Heavy Equipment allows use by all Florida government entities.		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		FSA20-EQU 18.0: Heavy Equipment.		
Piggyback Contract is Valid? Contract Expiration Date:	Yes		Initial Term: 10-1-20 – 9-30-23		
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes				
Does the piggyback contract have acceptable terms and conditions?	Yes				
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves of using the contract.		
Is pricing "Fair and Reasonable" in the piggyback contract?			Vendor BBA (PSI Technologies) was selected as the lowest bid to Bid FSA20- EQU 18.0: Heavy Equipment.		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	Yes				
Piggyback Contract has Warranty Conditions?	Yes		100% = 0.24 months 75% = 25.36 months 50% = 37.48 months 2000 max Operating Hours.		
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		No	Includes other remedies for damages/non-compliance.		

	Requestor's Signature:	Coy Mathis		
	Date: 4/19/2023			
	Director's Signature: Date:	DocuSigned by: Vincent Morello 6285CE2A8EB545E		
-ds H	CPO Signature:	ocusigned by: We Stewart oddoeddffdfydd:		

-#J



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT OFFICE

Piggyback Request Form (Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date 12/21/22

Department/Office Public Utilities

Requestor Jaime Castillo

Division/Area PUD

Title Interim UU Manager

Phone 954-921-2998

Email jcastillo@hollywoodfl.org

1. Requested Vendor PSI Technologies, Inc.

Vendor Number 102497

Address 3520 Investment Lane #3 Riviera Beach FL 33404

Contact Person Robert Blakely

Phone 305-998-1371

Email rblakely@bbapumps.com

Title Vice-President

2. Contract title and number requesting to piggyback? Florida Sheriffs Association 2022-2023 contract for Vehicles and Equipment Contract Number FSA 20-EQU18.0 Heavy Equipment Spec#169 4x4 Loader Backhoe._

Awarding Agency Florida Sheriffs Association.

Contract Expiration Date September 30, 2023

Copy of Contract and Awarding Agency documentation is attached (provide if available).

3. Product/Service being requested (be specific. Five (5) each BA150KS D285 -6" BBA Bypass Pump open frame. skid mounted, diesel driven Hatz 3H50TICD., with DOT approved trailer, one (1) each BA108KS D315 8" BBA Bypass Pump open frame skid mounted diesel driven Hatz 4H50TC, sound attenuated with DOT approved trailer.

4. Detailed description of the product/service's function and purpose. <u>Three (3) each 6" pumps and trailers and one (1) each 8" pump and trailer for the removal the stormwater and prevent flooding in City Hollywood neighborhood. And two (2) each 6" pump for pumping sewered.</u>

5. Please explain what process the Department/Office took to verify and/or identify this contract. <u>Search website</u> for pumps and found the Florida Sheriffs Association contract and we contacted the awarded vendor

BBA Pumps and received a quote for five (5) 6" pumps and one (1) 8" pump.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

🗌 Yes 🖂 No

Please explain <u>We have used the Florida Sheriffs Association in the past and we have the competitive</u> pricing superior to individual bids.

7. Total cost of the requested product/service. \$347,572.55

8. Total estimated annual (fiscal year) cost of requested product/service. \$347,572.55

Account Number(s) Funding to be determined and provided in attached Exhibit A.

9. Is this product/service covered by a warranty? \Box Yes \boxtimes No

If yes, please attach a copy of the warranty details. Details are in attached quote.

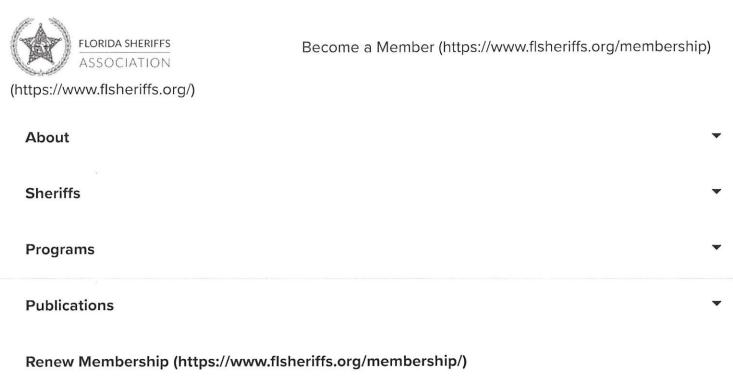
10. Will grant funds be used to pay for the requested product/service? \Box Yes \boxtimes No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

Jaime Castillo	1/18/2023
Requestor's Signature	Date
Vincent Morello	1/19/2023
Director's Signature	Date

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PURCHASING PROGRAM

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FSA20-EQU18.0: HEAVY EQUIPMENT

Contract Term: October 1, 2020 – September 30, 2023

The Florida Sheriffs Association in partnership with the Florida Association of Counties and Florida Fire Chiefs Association are pleased to offer a statewide purchasing contract for heavy equipment. Our awarded vendors provide the top manufacturer names in the industry.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - PUMP: 6 Inch Mobile Pump Package

Make: Atlas Copco Model: PAS 150 HF Make: BBA Pumps Model: BA150E Make: ECO PUMP Model: Trailer Mounted Trash Pump Make: Generac Model: MTP6DZV Make: Global Pump Model: 6GSTAP Make: Godwin Model: CD 150S Make: Holland Pumps Model: PT6TPC-P1104D44T Make: MWI Model: CT006 Make: Pioneer Model: PP66S12L71 Make: Thompson Pump Model: 6JSC Make: Tradewinds Model: TPK064750

FSA Item Specifications Description:

- DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches.
- ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown.
- 3. PUMP: Check valve; Self-priming system.
- 4. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - PUMP: 6 Inch Mobile Pump Package (Continued from previous page)

5. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated

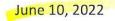
for a safe travel at speeds of 60 mph and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin.

6. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.



Protecting, Leading & Uniting Since 1893 FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308 P.O. Box 12519, Tallahassee, Florida 32317-2519 ph: (850) 877-2165 fax: (850) 878-8665 www.flsheriffs.org



Contract Amendment to Heavy Equipment FSA20-EQU18.0

The Terms and Conditions of this Contract allow for modification via addenda as provided for in Section 1.24. FSA is proposing the following modifications: remove Sections 3.04-3.06 and replace with new language.

Additionally, the FSA is adding language in Section 2.12 to confirm compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes. In addition to this contract language, FSA is requesting vendors to submit the <u>attached digital affidavit</u> acknowledging compliance with the Florida law.

FSA requests vendors submit the digitally signed contract amendment no later than Friday, June 17, at 5:00PM EST. The contract amendment will be effective immediately upon FSA's receipt of these documents.

To complete contract amendment requirements, click the "Sign the Contract Amendment" tab included in this email, which allows for electronic signature and attestation of compliance with Florida Statutes Section 448.095, E-Verify requirements. Section 2.12 is amended to include the following language:

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0; Manufacturer Authorization Forms are <u>not</u> required for Contract FSA20-VEL28.0;
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01
- Completion of a digital affidavit confirming compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes.

Sections 3.04, Section 3.05 and Section 3.06 are deleted and replaced with the following new language:

3.04 ADDITIONS OR DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676 info@bbapumps.com | www.bbapumps.com

Sole Source Letter

Date: January 10, 2023

To whom it may concern,

This letter is to certify that **PSI Technologies, Inc.** is an authorized distributor of BBA Pumps, Inc in the State of Florida and is the sole source of BBA Pumps in Broward County, FL.

Distributor: PSI Technologies, Inc. 3520 Investment Lane #3 Riviera Beach, FL 33404

Office: 305.998.1371 Fax: 866.344.1639

PSI Technologies, Inc has been approved to promote, distribute, sell and offer technical assistance for BBA Pumps, Inc.

If you should have any questions, please don't hesitate to contact me.

Best regards,

Rob Blakely

Robert Blakely Vice President BBA Pumps, Inc.

Cell: 813.347.2367 Email: rblakely@bbapumps.com



1133 Cainhoy Road, Wando, SC 29492 | United States | 00+1 843.849.3676 | www.bbapumpsusa.com

BBA Pumps Warranty Procedure

This procedure outlines the process for completing a BBA Pumps (BBA) warranty investigation form. In order for a warranty investigation form to be reviewed, all the following must be completed and submitted according to the procedure listed below.

The entire warranty investigation form must be completed. This includes the following:

- Date of the noticed issue.
- Customer name, address, phone number, email and name of the main point of contact.
- Pump model number, pump serial number, current hours on the pump, engine serial number and the control panel model number.
- Description of the issue, which should be as detailed as possible. The more information the better.
- Codes that are displayed on the control panel, and any additional information that may be pertinent to the issue should be included in the warranty investigation form.

Pictures of the following must be included:

- Picture of the pump serial plate. This is located between the two doors on the control panel side of the pump.
- Picture of the current hours displayed on the control panel.
- Pictures of the referenced issue.

The pump application must be included with the warranty investigation form email submittal. This can be described in the body of the email and / or on a separate word document.

All warranty investigation forms must be emailed to <u>service@bbapumpsusa.com</u> within 8 days of the discovered issue. Failure to report the issue within 8 days voids the warranty investigation form for the referenced issue.

BBA will respond within 8 business days to the point of contact with whom submitted the warranty investigation form. The BBA response will include one of the following:

- Approval of the warranty investigation form and any details to follow.
- Denial of the warranty investigation form with an explanation of the denial.
- Not enough information provided to process the warranty investigation. Any additional information required will be included with this email.

Subject line of the email should include the Company name, the pump serial number and "warranty". Similar to the following: XYZ Rental - 21011234 – warranty

If mailing the warranty investigation form, please send to the following: BBA Pumps, Inc. PO Box 457 Huger, SC 29450

Failure to follow the process above will result in a denied warranty investigation form.

BBA Pumps N.A. Warranty Information

INTRODUCTION

Thank you for selecting a BBA Pumps product. This product is covered by the BBA Pumps "International limited warranty conditions". Prior to installing/using the product(s) please ensure that you have carefully read the user manual and that you have taken note of all stipulations in this warranty book.

Please note: All user manuals and warranty books have been translated from the Dutch language. As a result, some items may get lost in translation and/or the content and subsequent interpretation of content may be different than originally intended by BBA Pumps. Should there be any disputes about the content of these documents, the Dutch instructions will be viewed as the sole and original source to determine intended content and meaning of the instructions.

GENERAL

With this writing BBA Pompen & Buizen BV (BBA Pumps hereafter) declares that all products are free from defects in materials and craftsmanship. This warranty is covered by, and limited to, the conditions and stipulations provided in this warranty book.

Should any local legislation be in place that provides additional rights, over and above the rights described by the BBA Pumps International Limited Warranty, this legislation will be applicable and will prevail over the limitations of the warranty.

Any disputes arising from or in any way connected with the subject matter of the BBA Pumps International Limited Warranty book shall be subject to the laws of the Netherlands and shall be subject to the jurisdiction of the Dutch Court in Zutphen (NL) only except that BBA Pumps may seek injunctive relief outside such jurisdiction.

CHANGES IN PRODUCT and/or SPECIFICATIONS

BBA Pumps reserves the right to change standard specifications, product descriptions, pricing and application of any product produced, designed and/or sold by BBA Pumps at any time without prior written or oral notice. Any changes made to these products will not give any rights nor give rise to claims to update products sold and/or supplied previous to the relevant changes.

BEFORE FIRST COMMISSIONING

All products produced and/or sold by BBA Pumps have been extensively tested for quality and their correct functioning prior to shipment. Due to the nature of the products, the functioning of the products is directly linked to the manner in which the products are installed and/or deployed. As BBA Pumps has no influence over the manner of installation, we would like to advise all dealers, resellers and end-users to verify that the products are correctly installed before putting them into operation.

Damages caused by faulty installation, operator error and/or mis-use of the products will not be covered by the BBA Pumps International Limited Warranty.

WARRANTY PERIODS

The warranty period commences on the day of delivery to the first owner/end-user, or 12 months after the date of shipping from the BBA Pumps factory, whichever comes first. Any residual time of the warranty period is transferrable to subsequent owners should this be applicable. In case of repairs, the remaining period of the original warranty will apply to any component or part that was replaced or repaired under warranty. The BBA international limited warranty will expire after the stated amount of months, or after the maximum amount of running hours is achieved, whichever is first.

PRODUCT	Warranty periods (effective 01/01/2014)					
	0-12 months	13-24 months	25-36 months	37-48 months	Max. operating hours	
BA series/BE series	100%	100%	75%	50%	2000	
BA-C series	100%	100%			2000	
BV series	100%				2000	
PT series	100%	100%	75%	50%	2000	
BL series	100%				2000	
MP50-100	100%	100%	75%	50%	2000	
Custom units	100%				2000	
Piping, accessories* and (pump) parts	100%				N/A	

Pumps will be passed on to our customers. The terms and conditions determined by the original manufacturer will apply. This includes, but is not limited to, drive components such as electric motors and/or diesel engines.

Custom units are products that have been built to customer specifications and are not part of our standard product ranges.

* Layflat hoses are excluded from the standard BBA Limited Warranty