### E-BID #20240054

## Materials Purchase for the McCarty Ranch Potable Water Main Extension Cost Worksheet - Schedule A

## Addendum #5 (REVISED 06/13/2024)

NOTE: This will be the only form accepted unless directed in a future addendum.

Company Name: Ferguson Waterworks \_\_\_\_\_

	Base Bid				
	Description	Qty	Unit	Unit Price	Total
Item	Pipe				
1	6" DR-18 C-900 PVC Pipe	1040	LF	\$11.11	11,554.40
2	2" DR-9 HDPE Pipe	2300	LF	\$1.73	3,979.00
3	1" DR-9 HDPE Pipe	300	LF	\$0.52	156.00
4	Pipe Marking Tape	9300	LF	\$0.06	558.00
5	Tracer Wire	9300	LF	\$0.23	2,139.00
6	Tracer Wire Connectors	20	EA	\$8.00	160.00
7	6" Bell Restraints	6	EA	\$55.97	335.82
	Subtotal				18,882.22
		_			
	Valves				
8	6" Gate Valve	9	EA	\$938.72	8,448.48
9	2" Gate Valve	2	EA	\$436.14	872.28
10	Valve Box	18	EA	\$161.44	2,905.92
11	Valve Box Alignment Device	18	EA	\$46.13	830.34
12	Tracer Wire Port	18	EA	\$75.00	1,350.00
13	Bronze Valve ID Marker	18	EA	\$20.00	360.00
14	Fire Hydrant	3	EA	\$3,000.00	9,000.00
	Subtotal				23,767.02
			-	-	
	Mechanical Fittings				
15	6" x 6" Tee	1	EA	\$155.00	155.00
16	6" 22 Bend	4	EA	\$79.50	318.00
17	6" x 2" Tapped Plug	1	EA	\$83.50	83.50
	Subtotal				556.50
	Accessories				
18	12" Wedge Restraint	1	EA	\$108.11	108.11
19	6" Wedge Restraint	40	EA	\$36.74	1,469.60
20	12" Accessory Set	1	EA	\$25.70	25.70

21	6" Accessory Set	40	EA	\$16.56	662.40
22	2" Brass Thread x Compression Adapter	4	EA	\$71.88	287.52
23	2" Stainless Stiffener	4	EA	\$1.77	7.08
	Subtotal				2,560.41
				<u>,                                    </u>	
	Assemblies				
24	Complete 2" Double Detector check valve (2"RPZ per City W-				
24	02 Details) Meter provided by the City	4	EA	\$3,189.65	12,758.60
25	2" Automatic Flush Assembly (Detail W-11) Excluding Valve				
25	and valve box in the Ground	2	EA	\$3,803.36	7,606.72
26	Sample Point w/ 2" Thread Connector	1	EA	\$928.01	928.01
27	Sample Point w/ Hydrant Connector	7	EA	\$40.48	283.36
28	6"x2" Saddle with 2" Corporation Stop	2	EA	\$345.89	691.78
29	2"x1" U Brach Water Services	23	EA	\$355.37	8,173.51
30	1" Angle Stop with Meter Box (excluding meter)	23	EA	\$123.70	2,845.10
	Hose Bib Assembly include two 1" stainless steel stiffeners,				
31	one 1" brass thread x compression 90 bend, one 1" K2 Pumps				
	Yard Hydrant (or approved equal).	23	EA	\$138.80	3,192.40
	Subtotal				36,479.48
		_			
	Temporary				
32	Complete 3" Temporary Jumper connection Assembly (per				
	City's Details with exception of meter and gate valves)	1	EA	\$6,594.10	6,594.10
33	6" 45 Bend	1	EA	\$87.50	87.50
34	6" Wedge Restraint	2	EA	\$36.74	73.48
35	6" Accessory Set	2	EA	\$16.58	33.16
36	6" Polyform Pig	2	EA	\$17.65	35.30
	Subtotal				6,823.54
	Base Bid - Total				89,069.17
	Option 1	0:	I I		<b>T</b>
F	Description	Qty	Unit	Unit Price	Total
	Pipe	5000	T 1	440.00	110 510 00
37	8" DR-18 C-900 PVC Pipe	5800	LF	\$19.06	110,548.00
38	8" Bell Restraints	40	EA	\$93.55	3,742.00
<u></u>	Subtotal				114,290.00
	Valves				
39	8" Gate Valve	7	EA	\$1,452.16	10,165.12
	Subtotal	,	LA	Ψ1,-02.10	10,165.12
L	- Cantotat			J	10,100.12

Mechanical Fittings

					-
40	12" x 8" Reducer	1	EA	\$157.50	157.50
41	8" x 6" Tee	6	EA	\$192.00	1,152.00
42	8" x 6" Reducer	1	EA	\$91.50	91.50
	Subtotal				1,401.00
•		<u>.                                      </u>			
	Accessories				
43	8" Wedge Restraint	34	EA	\$54.32	1,846.88
44	8" Accessory Set	34	EA	\$18.66	634.44
	Subtotal				2,481.32
		_			
	Assemblies				
45	Sample Point w/ 8" Saddle	1	EA	\$352.34	352.34
	Subtotal				352.34
		_		-	_
	Temporary	]			
46	8" x 2" Cap	1	EA	\$98.00	98.00
47	8" 45 Bend	5	EA	\$127.50	637.50
48	8" Wedge Restraint	2	EA	\$54.32	108.64
49	8" Accessory Set	12	EA	\$18.66	223.92
50	8" Polyform Pig	2	EA	\$22.51	45.02
	Subtotal				1,113.08
				•	
	Option 1 - Total				129,802.86
		•		_	
	Option 2				
	Description	Qty	Unit	Unit Price	Total
Item	Pipe			_	
51	12" DR-18 C-900 PVC Pipe	5800	LF	\$40.29	233,682.00
52	12" Bell Restraints	70	EA	\$177.94	12,455.80
	Subtotal				246,137.80
		-		<u> </u>	
	Valves	1			
53	12" Gate Valve	9	EA	\$2,861.25	25,751.25
	Subtotal				25,751.25
,		•	, ,	•	•
	Mechanical Fittings	]			
54	12" x 12" Tee	1	EA	\$462.00	462.00
55	12" x 6" Tee	6	EA	\$313.50	1,881.00
56	12" x 6" Reducer	1	EA	\$154.50	154.50
57	12" X 22 Bend	2	EA	\$240.50	481.00
58	12" x 6" Reducer	1	EA	\$154.50	154.50
59	12" Plug	1	EA	\$147.00	147.00
	10	-	, , ,	Ψ1-77.001	177.001
	Subtotal			Ψ1-7.00	3,280.00

	Accessories				
60	12" Wedge Restraint	35	EA	\$108.11	3,783.85
61	12" Accessory Set	35	EA	\$25.70	899.50
	Subtotal				4,683.35
	Assemblies				
62	Sample Point w/ 8" Saddle"	1	EA	\$352.34	352.34
63	12"x2" Saddle with 2" Corporation Stop	2	EA	\$411.17	822.34
64	6"x2" Saddle with 2" Corporation Stop	2	EA	\$345.89	691.78
	Subtotal				1,866.46
		<del>-</del>			
	Temporary				
65	12" x 2" Cap	1	EA	\$161.00	161.00
66	12" 45 Bend	5	EA	\$275.00	1,375.00
67	12" Wedge Restraint	2	EA	\$108.11	216.22
68	12" Accessory Set	12	EA	\$25.70	308.40
69	12" Polyform Pig	2	EA	\$44.12	88.24
	Subtotal				2,148.86
	•	•		•	
	Option 2 - Total				283,867.72

Note: Unit prices are limited to 2 decimals.

Example: \$5.2555 is not acceptable - \$5.25 is acceptable.

Contractor Signature:	
Contractor's Name:	
Contractor's Phone Number:	
Contractor's Email Address:	

Surety 202B Halls Mill Road, PO Box 1650 Whitehouse Station, NJ 08889-1650 O +908.903.3485 F +908.903.3656

1

#### **Federal Insurance Company**

(Name, legal status and principal place of business):

**Federal Insurance Company** 

202B Halls Mill Rd., PO Box 1650

Whitehouse Station, NJ 08889-1650

### AIA Document A310<sup>™</sup> - 2010 Bid Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

SURETY

#### CONTRACTOR

(Name, legal status and address):
Ferguson Enterprises, LLC dba Ferguson Waterworks
4510 Prosperity Drive
Ft. Pierce, FL 34981
OWNER

(Name, legal status and address):
City of Port St. Lucie
Procurement Management Dept., 121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
BOND AMOUNT

\$1,000.00

One Thousand Dollars and 00/100

#### PROJECT

(Name, location or address, and Project number, if any)

Materials Purchase for the McCarty Ranch Potable Watermain Extension eBid (Event) Number: 20240054

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

3rd

day of July, 2024

(Witness)

Ferguson Enterprises, LLC dba Ferguson Waterworks

(Principal)

By: (Title)

(Corporate Seal)

Federal Insurance Company

(Attorney in Fact) Pablo Rios,

(Corporate Seal)

#### 

#### Power of Attorney

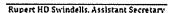
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Pablo Rios, Jr.

> Surety Bond No. Bid Bond Obligee: City of Port St. Lucie

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1x day of April, 2024.



















Warren Eichhorn, Vice President







STATE OF NEW IERSEY County of Hunterdon

On this 1× day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Conturni NOTARY PUBLIC OF NEW JERSEY No 50202369 Commission Expires August 22,2027

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009;

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal (1)
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments. (4)
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 3, 2024













#### **NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Michelle Fentress, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail <u>mfentress @cityofpsl.com</u>. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the <a href="DemandStar's Website">DemandStar's Website</a> for retrieval. All notice of intent to award documentation will be published on the <a href="City Clerk's Website">City Clerk's Website</a>. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Rob Pinkston
Signed: Rob Pinkson
Company and Job Title: Ferguson Enterprises, LLC / Area Sales Manager
Date: 7/2/2024



#### E-BID #20240054 CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ♦ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ♦ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- ♦ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ♦ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor

must conform their practices to any published standards for their industry. <u>Compliance with</u> laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- o <u>Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.</u>
- Providing workers with an environment free of discrimination, harassment and abuse, which
  includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well
  as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom
  of association.

Name of Organization/I	Proposer Ferguson Enterprises, LLC dba Ferguson Waterworks
Signature Rol Pinksto	mi
Printed Name and Title	Rob Pinkston / Area Sales Manager
Date 7/2/2024	

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



#### **E-Verify Form**

#### Supplier/Consultant acknowledges and agrees to the following:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S.
   Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number	1205487
Date of Authorization	6/9/2017
Name of Contractor	Ferguson Enterprises, LLC dba Ferguson Waterworks
Name of Project	Materials Purchase for the McCarty Ranch Potable Watermain Extension
Solicitation Number (If Applicable)	0240054
I hereby declare under penalty of perjury that Executed on July	t the foregoing is true and correct.  2
Rob Pinkson Signature of Authorized Officer	Rob Pinkston / Area Sales Manager Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME  ON THIS THE 2nd DAY OF July	,20 <u>24.</u>
NOTADY DUDUCY (N.M.)	

#20240054 #2**0200032** 

My Commission Expires:

Page 4 of 8

Attachment D
Attachment D



## NON-COLLUSION AFFIDAVIT Solicitation#20240054

### Materials Purchase for the McCarty Ranch Potable Watermain Extension

State of Florida }
County of Duval
Rob Pinkston , being first duly sworn, disposes and says that:
(Name/s)
1. They are Area Sales Manager of Ferguson Enterprises, LLC dba Ferguson Waterworks the Proposer that
(Title) (Name of Company)
has submitted the attached PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached proposal and of a pertinent circumstances respecting such PROPOSAL;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives employees or parties in interest, including this affiant, has in any way colluded, conspired, connived of agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposer in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or price in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents representatives, owners, employees, or parties in interest, including this affiant.  (Signed)
(Title) Area Sales Manager

#20240054

#20200022

Page 5 of 8

Attachment D

Page 5 of 19



## STATE OF FLORIDA } COUNTY OF ST. LUCIE} SS:

COUNTY OF ST. LUCIE; SS.	
The foregoing instrument was acknowledged before	fore me this (Date) 7-2-24
by: Rob Pinkston	who is personally known to me or who has produced
	as identification and who did (did not) take an oath.
Commission No. HH 375628	
Notary Print: Holly S. Kinas	HOLLY S. KINAS
Notary Signature:	MY COMMISSION # HH 375628 EXPIRES: June 18, 2027



## DRUG-FREE WORKPLACE FORM e-RFP #20240054

#### Materials Purchase for the McCarty Ranch Potable Watermain Extension

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

## Ferguson Enterprises, LLC dba Ferguson Waterwork sloes:

(Name of Business)

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

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

Rob Pinkson

Consultant's Signature

7/2/2024

Date

#### CITY OF PORT ST. LUCIE, FLORIDA

#### Materials Purchase for the McCarty Ranch Potable Watermain Extension

The undersigned acknowledges that the Build America, Buy America Act (BABA) requires that NEH will not provide federal financial assistance for "infrastructure" projects "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States" (Section 70914 of Public Law No. 117-58, §§ 70901-52). The undersigned certifies that for the Materials Purchase for the McCarty Ranch Potable Watermain Extension that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with BABA requirements, including:

All iron and steel used in the project were produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

All manufactured products purchased with NEH financial assistance were produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

		n the United States. This means that all naterial occurred in the United States.
The Contractor or Sul	bcontractor,	, certifies or affirms the
addition, the Contrac	tor or Subcontractor under inistrative Remedies for Fa	its certification and disclosure, if any. In rstands and agrees that the provisions of 31 lse Claims and Statements, apply to this
	•	r or Subcontractor's Authorized Official tractor or Subcontractor's Authorized Official



#### **NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Michelle Fentress, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail <u>mfentress @cityofpsl.com</u>. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the <a href="DemandStar's Website">DemandStar's Website</a> for retrieval. All notice of intent to award documentation will be published on the <a href="City Clerk's Website">City Clerk's Website</a>. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Rob Pinkston
Signed: Rob Pinkson
Company and Job Title: Ferguson Enterprises, LLC / Area Sales Manager
Date: 7/2/2024



#### E-BID #20240054 CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ♦ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ♦ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- ♦ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ♦ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor

must conform their practices to any published standards for their industry. <u>Compliance with laws, regulations and practices include, but are not limited to the following:</u>

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- o <u>Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.</u>
- Providing workers with an environment free of discrimination, harassment and abuse, which
  includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well
  as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom
  of association.

Name of Organization/I	Proposer Ferguson Enterprises, LLC dba Ferguson Waterworks
Signature Rol Pinksto	mi
Printed Name and Title	Rob Pinkston / Area Sales Manager
Date 7/2/2024	

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



#### **E-Verify Form**

#### Supplier/Consultant acknowledges and agrees to the following:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S.
   Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

during the contract term.	
E-Verify Company Identification Number	1205487
Date of Authorization	6/9/2017
Name of Contractor	Ferguson Enterprises, LLC dba Ferguson Waterworks
Name of Project	Materials Purchase for the McCarty Ranch Potable Watermain Extension
Solicitation Number (If Applicable)	0240054
I hereby declare under penalty of perjury that Executed on July	the foregoing is true and correct.  2, 20
Rob Pinkson Signature of Authorized Officer	Rob Pinkston / Area Sales Manager  Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME  ON THIS THE 2nd DAY OF July	,20 <u>24.</u>
NOTABY BUBLICY OF A DAY	MY COMMISSION # HH 375628

#20240054

My Commission Expires: \_

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Attachment D
Attachment D



## NON-COLLUSION AFFIDAVIT Solicitation#20240054

### Materials Purchase for the McCarty Ranch Potable Watermain Extension

State of FI	lorida	
County of _		*
	Pinkston	, being first duly sworn, disposes and says that:
-	(Name/s)	, some wary onem, alopeous and cays alian
1. The	y are <u>Area Sales Manager</u> of <u>Fers</u>	guson Enterprises, LLC dba Ferguson Waterworks the Proposer that
	(Title)	(Name of Company)
has submitte	ed the attached PROPOSAL;	
	is fully informed respecting the prep cumstances respecting such PROPO	paration and contents of the attached proposal and of all SAL;
3. Sucl	h Proposal is genuine and is not a co	ollusive or sham Proposal;
employees of agreed, direct in connection proposing in or collusion of in the attached	or parties in interest, including this ctly or indirectly with any other Proposition with the contract for which the a connection with such Contract or has or communication or conference with ed Proposal or of any other Proposer, agreement any advantage against t	its officers, partners, owners, agents, representatives, affiant, has in any way colluded, conspired, connived or oser, firm or person to submit a collusive or sham Proposal attached proposal has been submitted or to refrain from in any manner, directly or indirectly, sought by agreement any other Proposer, firm or person to fix the price or prices or to secure through any collusion, conspiracy, connivance the City of Port St. Lucie or any person interested in the
collusion, co representativ		ed Proposal are fair and proper and are not tainted by any reement on the part of the Proposer or any of its agents, interest, including this affiant.
( - 3 /	ea Sales Manage	r

#20240054

#20200022

Page 5 of 8

Attachment D

Page 16 of 19



## STATE OF FLORIDA } COUNTY OF ST. LUCIE} SS:

COUNTY OF ST. LUCIE; SS:	
The foregoing instrument was acknowledged before me	this (Date) 7-2-24
· Val- · Val(ch a	s personally known to me or who has produced
as iden	tification and who did (did not) take an oath.
Commission No. HH 375628	
Notary Print: Holly S. Kinas	HOLLY S. KINAS
Notary Signature:	MY COMMISSION # HH 375628 EXPIRES: June 18, 2027



## DRUG-FREE WORKPLACE FORM e-RFP #20240054

#### Materials Purchase for the McCarty Ranch Potable Watermain Extension

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

## Ferguson Enterprises, LLC dba Ferguson Waterwork sloes:

(Name of Business)

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

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

Rob Pinkson

Consultant's Signature

7/2/2024

Date

#### **CITY OF PORT ST. LUCIE, FLORIDA**

#### Materials Purchase for the McCarty Ranch Potable Watermain Extension

The undersigned acknowledges that the Build America, Buy America Act (BABA) requires that NEH will not provide federal financial assistance for "infrastructure" projects "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States" (Section 70914 of Public Law No. 117-58, §§ 70901-52). The undersigned certifies that for the Materials Purchase for the McCarty Ranch Potable Watermain Extension that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with BABA requirements, including:

All iron and steel used in the project were produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

All manufactured products purchased with NEH financial assistance were produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

	s were manufactured in the United States. This means that all for the construction material occurred in the United States.
truthfulness and accurac addition, the Contractor	ntractor,, certifies or affirms the y of each statement of its certification and disclosure, if any. In or Subcontractor understands and agrees that the provisions of 31 trative Remedies for False Claims and Statements, apply to this re, if any.
	Signature of Contractor or Subcontractor's Authorized Official Name and Title of Contractor or Subcontractor's Authorized Official Date

# Form W-9 (Rev March 2024) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	re you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.								
_	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the o entity's name on line 2.)	wner's na	me on	line 1, an	d enter th	e busin	ess/disr	egarded	
	FERGUSON US HOLDINGS, INC								
	2 Business name/disregarded entity name, if different from above								
	FERGUSON ENTERPRISES, LLC								
n page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes  I Individual/sole proprietor				Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):				
. ō	LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)				Exempt payee code (if any) 5				
Print or type. Specific Instructions on page	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.				Exemption from Foreign Account Tax Compliance Act (FATCA) reporting				
Ęź	Other (see instructions)			_   coo	e (if any)		<u>E</u>		
P Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions				(Applies to accounts maintained outside the United States.)				
See	5 Address (number, street, and apt or suite no.) See instructions	Request	er's na	me and a	ddress (o	ptional)			
Ψ,	751 LAKEFRONT COMMONS								
	6 City, state, and ZIP code								
	NEWPORT NEWS, VA 23606								
	7 List account number(s) here (optional)								
Pai	Taxpayer Identification Number (TIN)								
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Socia	l security	number	<del></del>			
backup withholding. For individuals, this is generally your social security number (SSN). However, for a									
	ent alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	1 .				JL			
TIN. later.									
			Emple	oyer iden	er identification number				
Note: If the account is in more than one name, see the instructions for line 1 See also What Name and Number To Give the Requester for guidelines on whose number to enter.  5 4			i	1 4 7	3	3 3	8		
Par	t II Certification								
Unde	r penalties of perjury, I certify that:								
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to be	e issued	to me),	and			
Se	m not subject to backup withholding because (a) I am exempt from backup withholding, or (b) rvice (IRS) that I am subject to backup withholding as a result of a fallure to report all interest of longer subject to backup withholding; and								
	m a U.S. citizen or other U.S. person (defined below); and								
4 Th	e FATCA code(s) entered on this form (If any) Indicating that I am exempt from FATCA reportir	ıg ıs com	ect						
becau			urranth	v euhiac	t to back	un witi	nholdine	3	
	fication instructions. You must cross out item 2 above if you have been notified by the IRS that y use you have failed to report all interest and dividends on your tax return. For real estate transaction sition or abandonment of secured property, cancellation of debt, contributions to an individual ret than interest and dividends, you are not required to sign the certification, but you must provide yo	ons, Item irement a	2 doe	s not ap ement (II	ply. For r RA), and,	nortga genera	ge inter ally, pay	ments	
	use you have failed to report all interest and dividends on your tax return. For real estate transaction of abandonment of secured property, cancellation of debt, contributions to an individual retain interest and dividends, you are not required to sign the certification, but you must provide you signature of Why you want to signature of which was a signature of whic	ons, Item irement a	2 doe arrange ct TIN.	s not ap ement (II	ply. For r RA), and, instructi	nortga genera	ge inter ally, pay	ments	

### **General Instructions**

Section references are to the internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### **Purpose of Form**

An Individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

#### Ferguson Enterprises, LLC utilizes the following DBA names Current and Former dba Names

Entity Name Entity Name

Aaron & Co
Aaron and Company
A-H Distribution
A-H Logistics
A P Supply Company
A P Supply Co

**ACF** Environmental

Action Automation, a Wolseley Industrial Group company

Action Plumbing Supply Action Supply Co

Adirondack Piping Solutions

ADL Air Cold Air Cold Supply Airefco

Alaska Pipe & Supply AMS Steam Products

Andrews Lighting & Hardware Gallery

AVCO

AVCO Supply BAC Appliance Center

Bath+ Beyond

Beautyware Plumbing Supply Co Blackman Plumbing Supply

Brock-McVey

Bruce

Bruce-Rogers Company

Bruce Supply Cal-Steam

Canyon Pipe & Supply Capital City Appliance Capital Distributing

CFP

City lights Design Showroom

Cline Contract Sales Columbia Pipe & Supply

**Crow Company** 

Custom lighting & Hardware D2 Land & Water Resource

Davies Water Dealernet Duhig Stainless

Equarius Waterworks, Meter & Automation Group

Factory Direct Appliance

Ferguson Bath & Kitchen Gallery

Ferguson Bath, Kitchen & Lighting Gallery

Ferguson Climate Makers

Ferguson Direct

Ferguson Enterprises, Inc Virginia Ferguson Enterprises of Montana, LLC Ferguson Enterprises of Virginia, LLC High Country Plumbing Supply

Hot Water Products

Hot Water Sales and Associates Industrial Hub of the Carolinas Innovative Soil Solutions

J&G Products

J D Daddario Company Joseph G Pollard Co Karl's Appliances Kennedy Companies Kennedy Culvert & Supply Kennedy Water Works

Kitchen Art

Kitchen Art of South Florida Lighting and Appliance Lighting Design Center Lighting Plus

Lighting Unlimited Lincoln Products

Linwood Pipe and Supply

Louisiana Utilities Supply Company

LUSCO Lyon Conklin

Lyon Conklin & Co., Inc Maddux Supply Company

Matera Company Matera Paper Company McFarland Supply Meyer Appliance MFP Design Michigan Meter

Midwest Pike & Supply, a Ferguson Enterprise

Mission Valley Pipe

Mission Valley Pipe & Supply

Mississippi Utility Supply Co (MUSCO)

Old Dominion Supply Parnell Martin Companies Peebles Supply Corporation

Pipelines Pipelines of PA PL Sourcing, Inc Plumb Source

Plumbers Supply Company

Plumbers Supply Company of St Louis Plumbing Decor, a Wolseley Company

Plumbing Supply Now

Pollardwater

Powell Pipe & Supply Co Power Process Equipment Professional's Bath Source PV Sullivan Supply Ferguson Facilities Supply (FEI)

Ferguson Fire & Fabrication International

Ferguson Full Service Supply

Ferguson FSS

Ferguson Heating & Cooling Ferguson Hospitality Sales

Ferguson HVAC

Ferguson HVAC-EastWest Air Ferguson HVAC-Lyon Conklin

Ferguson Industrial

Ferguson Industrial Plastics Division

Ferguson Industrial Plastics and Pump Division

Ferguson Integrated Services Ferguson International Ferguson leasing Company Ferguson Parts & Packaging Ferguson Valve & Automation

Ferguson Waterworks

Ferguson Waterworks - Municipal Pipe Ferguson Waterworks - Red Hed Ferguson Waterworks EPPCO Ferguson Waterworks International

Ferguson.com
Ferguson Xpressnet
Founders Kitchen and Bath

FNW Frishkorn

Galleria Bath & Kitchen Showplace

Geo-Solutions Gotham Gotham Pipe Gothan Pipe Supply Grand Junction Pipe

Grove Supply Guarino Distributing Harway Appliances Henry Kitchen & Bath

Henry Plumbing Kitchen & Bath Galleries

Henry Plumbing Supply

Ramapo Wholesalers Redlon & Johnson

Reese Kitchen, Bath & lighting Gallery

Rencor Controls Renwes Sales Robertson Supply S.W. Anderson

Schell Supply Corporation

Securevision

Securevision of America

SC Supply Co SOS Sales

Stevens Supply Corporation Sunstate Meter & Supply Tacoma Heavy Goods Tarpon Wholesale Supplies

The Ar-Jay Center
The Davisdon Group
The Kitchen Showcase

The Parnell Martin Companies

The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Triton Environmental
Uncle Sam Piping Solutions

Wallwork
Wallwork Bros.

Warner Supply Corporation Waterworks Industries Water Works Supply Webb Distributors Westburne Supply Western Air Supply Westfield Lighting

Wolseley Financial Services Wolseley Industrial Group WPCC Forwarding Wright Plumbing Supply

<sup>\*\*\*</sup>Last updated 05 31 24•••