

City of Port St. Lucie
Procurement Management Division
E-Bid #20240074
Building Wire
Cost Worksheet
Schedule A

Company Name: Fastenal Company

Line #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Building Wire - 8 THHN, THWN-2 Stranded Copper Wire for Use in Conduit 8 GA AWG 19 Strand Conductor 600V 90°C Copper	181,155	LF	\$ 0.60	\$ 108,656.77
TOTAL AMOUNT:					\$ 108,656.77

NOTE: Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity will be ordered during the Contract period.

NOTE: Unit prices are limited to two decimals.
 EXAMPLE: \$5.2555 is unacceptable - \$5.25 is acceptable

Contractor's Signature: See PDF for signed copy
 Printed - Contractor's Name: William Drazkowski
 Contractor's Phone Number: (507) 453-8723
 Contractor's Email Address: narfp@fastenal.com

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
eBID #20240074

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at Winona, MN, this 30 day of April, 2024
 (Location)

Name of Organization/Contractor: Fastenal Company

By: William Drazkowski, Executive Vice President
 Name and Title

1. Firm's name and main office address, telephone, and fax numbers

Name: Fastenal Company
 Address: 2001 Theurer Blvd.
Winona, MN 55987
 Telephone Number: 507-454-5374
 Fax Number: 507-494-6330

2. Contact person: Brendan Schreiner Email: bschrein@fastenal.com

3. How many years has your organization been in business? 56 years

4. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
1	4/16/2024		
2	4/27/2024		

5. **BID RESPONSE:**

- 5.1 Bidder will ~~will not~~ accept the Purchasing Card (Visa). *credit cards accepted at the time of purchase only
(please circle one)
- 5.2 Percentage of discount when payment is made with Visa: 0 %
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*
- 5.3 Bid Reply Total from Cost Worksheet – Schedule “A”: \$ 108,656.77
(This figure must match the Cost Worksheet and the figure that is to be used on the DemandStar web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20240074 uploaded on DemandStar will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the “Total” column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City’s opinion such a split is in the best interest of the City.

Interpretation of the Approximate Quantities - The Bidder’s attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

6. List five (5) Building Wire projects completed by your firm. **DO NOT USE the City of Port St Lucie as a reference.**

Reference Number 1

Contract/Purchase Order Number: Sarasota County School Board

Client Name, Phone Number & Email: Jody Dumas, 941-836-8140, jody.dumas@sarasotacountyschools.net

Value of Total Contract: Confidential

Date of Completion: Ongoing

Reference Number 2

Contract/Purchase Order Number: Washington Metropolitan Area Transportation Authority

Client Name, Phone Number & Email: Ruth Jefferson, 202-578-5753, rejefferson@wmata.com

Value of Total Contract: Confidential

Date of Completion: Ongoing

Reference Number 3

Contract/Purchase Order Number: Washington Suburban Sanitary Commission

Client Name, Phone Number & Email: Jaime Garcia, 301-206-4304, jaime.garcia@wsscwater.com

Value of Total Contract: Confidential

Date of Completion: Ongoing

Reference Number 4

Contract/Purchase Order Number: NYS DOT Fleet Administration

Client Name, Phone Number & Email: Shane Gilcrest, 518-457-2875, sgilcrest@dot.ny.gov

Value of Total Contract: Confidential

Date of Completion: Ongoing

Reference Number 5

Contract/Purchase Order Number: Palm Beach County Schools

Client Name, Phone Number & Email: Stacey Marshall, 561-688-7591, stacey.marshall@palmbeachschools.org

Value of Total Contract: Confidential

Date of Completion: Ongoing

7. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
 Yes () No (X)

If yes, please explain:

8. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:
Please see the attached Litigation Disclosure.

(N/A is not an acceptable answer - insert lines if needed)

9. List any judgments from lawsuits in the last five (5) years:
Please see the attached Litigation Disclosure

(N/A is not an acceptable answer - insert lines if needed)

10. List any criminal violations and/or convictions of the Supplier and/or any of its principals:

None

(N/A is not an acceptable answer - insert lines if needed)

Will D. Executive Vice President
Signature Title

Signature Title

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 Keith Stewart Issuing Officer, for the procurement of these services.


All questions regarding this Solicitation are to be submitted in writing to Keith Stewart, Procurement Manager with the Procurement Management Department via e-mail: kstewart@cityofpsl.com, or by phone 772-344-4068 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 DemandStar's Website for retrieval. All notice of intent to award documentation will be published on the City Clerk's Website. 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: William Drazkowski
Signed: 
Company and Job Title: Fastenal Company, Executive Vice President
Date: 4/30/2024



e-BID #20240074

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, City official, 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. Compliance with 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.
- 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.
- 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/Proposer Fastenal Company

Signature 

Printed Name and Title William Drazkowski, Executive Vice President

Date 4/30/2024

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:

1. 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
2. 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.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number 668829

Date of Authorization 5/9/2013

Name of Contractor Fastenal Company

Name of Project Building Wire

Solicitation Number (If Applicable) eBid Number 20240074

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April 30, 2024 in Winona (city), MN (state).

Signature of Authorized Officer

William Drazkowski, Executive Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 30 DAY OF April, 2024.

NOTARY PUBLIC Heather Jean Fransen

My Commission Expires: 1/31/2029





PORT ST. LUCIE

BOARD OF THE TREASURER-CITY

NON-COLLUSION AFFIDAVIT

EBID#20240074

State of Minnesota }

County of Winona }

William Drazkowski, being first duly sworn, disposes and says that:
(Name/s)

1. They are **Executive Vice President** of Fastenal Company the Proposer that
(Title) (Name of Company)

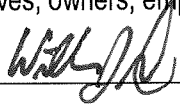
has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all 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 or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal 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 prices 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) Executive Vice President



DRUG-FREE WORKPLACE FORM
E-RFP #20240074

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

Fastenal Company does:
(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.


Contractor's Signature

4/30/2024
Date

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: Fastenal Company
Vendor FEIN: 41-0948415
Authorized Representative's Name: William Drazkowski
Authorized Representative's Title: Executive Vice President
Address: 2001 Theurer Blvd.
City, State and Zip Code: Winona, MN 55987
Phone Number: 507-453-8723
Email Address: narfp@fastenal.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafra.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

William Drazkowski

Print Name


Signature



TRUTH-IN-NEGOTIATION CERTIFICATE

RFP-# 20240074

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of Port St. Lucie, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Fastenal Company

Name of Firm

William Drazkowski

President or Designee (Printed)

[Signature]
President or Designee (Signed)

The foregoing instrument was acknowledged before me by William Drazkowski who is personally known to me. WITNESS my hand and official seal in the Winona, Minnesota last aforesaid this 30 day of April, 2024.

(SEAL)

Signature Heather Jean Fransen

Notary Name (typed or printed)

[Signature]
Notary Name (signed)





Operations Center
102 E. Third Street
Winona, MN 55987
(507) 457-1100

National Association

REMITTER

FASTENAL COMPANY

DATE

04/25/2024

AMOUNT

\$1,000.00
DOLLARS

PAY TO THE
ORDER OF

CITY OF PORT ST. LUCIE

***One Thousand and 00/100

CASHIER'S CHECK

Paul Brock
MP

⑆ 7 100 19 ⑆ ⑆ 09 1900 19 3 ⑆ 900 04 1 ⑆

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FASTENAL COMPANY		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>D</u> <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	5 Address (number, street, and apt. or suite no.) See instructions. 2001 Theurer Blvd		Requester's name and address (optional)
	6 City, state, and ZIP code Winona, MN 55987		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1	-	0	9	4	8	4	1	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Elizabeth Jerbi</i>	Date ▶ 01/01/2024
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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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2025

11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1492117 FASTENAL COMPANY AND WHOLLY OWNED SUBSIDIARIES PO BOX 978 WINONA MN 55987	INSURER A: Travelers Property Casualty Company of America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCJ2-GLSA-8B355607-TIL-24	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCJ2-CAP-8B355632-TIL-24	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8S077616-24-51-K	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Port St. Lucie
Procurement Management Division
E-Bid #20240074
Building Wire
Cost Worksheet
Schedule A

Company Name: Fastenal Company

Line #	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total Amount
1	Building Wire - 8 THHN, THWN-2 Stranded Copper Wire for Use in Conduit 8 GA AWG 19 Strand Conductor 600V 90°C Copper	181,155	LF	\$ 0.60	\$ 108,656.77
TOTAL AMOUNT:					\$ 108,656.77

NOTE: Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity will be ordered during the Contract period.

NOTE: Unit prices are limited to two decimals.
 EXAMPLE: \$5.2555 is unacceptable - \$5.25 is acceptable

Contractor's Signature: 
 Printed - Contractor's Name: William Drazkowski
 Contractor's Phone Number: (507) 453-8723
 Contractor's Email Address: narfp@fastenal.com

Litigation Disclosure

On October 8, 2015, the Office of Federal Contract Compliance Programs (OFCCP) announced a settlement between the OFCCP and Fastenal. The matter involved Fastenal's distribution centers in Indianapolis and Atlanta. Based on a statistical analysis of these warehouse locations done during routine desk audits, the OFCCP contended that Fastenal should have hired additional female and Black applicants for part-time General Warehouse positions during 2011 and 2012. Fastenal vehemently denied the accusations that it discriminated against anyone in the hiring process. There were legitimate and non-discriminatory reasons that subject individuals were not hired. However, Fastenal ultimately agreed to a settlement with the OFCCP in the amount of \$1,253,611 in order to avoid the extreme costs, time drain and uncertainty associated with litigation. In addition, Fastenal has made several enhancements to its hiring processes and procedures to prevent this type of situation from occurring in the future.

On August 22, 2018, Larry Tran ('Plaintiff'), filed a class action complaint in the Superior Court of the State of California in Los Angeles County ('Court') against Fastenal Company alleging various violations of the Fair Accurate Credit Transactions Act, 15 U.S.C. §§ 1681 et seq. ("FACTA"). The complaint alleges that Fastenal was printing more than last five digits of credit card numbers on receipts provided to customers at the point of a sale transaction, in violation of FACTA. The Plaintiff is seeking class action status in accordance with the California Civil Code with respect to all similarly situated consumers (located in all states) that received a printed receipt from Fastenal during the two (2) year period prior to the date of the complaint. Plaintiff is seeking injunctive relief, attorney's fees, punitive damages, restitution and damages, which include statutory damages in the amount 'not less than \$100 and not more than \$1,000' for each violation.

In May of 2019, the parties agreed and entered into a Memorandum of Understanding stipulating to a settlement class and Fastenal agreed to submit payment of the amount of \$1.3 million into a non-reversionary cash fund to be distributed to various parties in accordance with the terms of a final settlement agreement. A Notice of Settlement was submitted to the Court on May 8, 2019 and on July 8, 2019, a Settlement Agreement was provided to the Court for review, along with a Motion for Preliminary Approval of the Settlement Agreement. A hearing date regarding the Motion for Preliminary Approval of the Settlement Agreement is scheduled for March 11, 2020.

Mieshia Jackson vs. Fastenal Company: This class action lawsuit was filed in January 2020 by a former distribution center employee in California alleging a variety of wage and hour violations under California state law. The suit was filed in state court and removed to federal court. Fastenal vehemently denies the plaintiff's allegations. In March 2022, the court gave preliminary approval to a settlement reached by the parties whereby Fastenal agreed to pay the class a sum of \$2.4 million in full and final settlement of the matter. While Fastenal denies the plaintiff's allegations, Fastenal chose to settle the matter due to the extreme amount of time, money and attention such a lawsuit poses to the company. Fastenal adjusted its California pay practices to reduce the risk of such a claim happening in the future.

On July 21, 2021, the Office of Federal Contract Compliance Programs (OFCCP) announced a settlement between the OFCCP and Fastenal concerning the results of an OFCCP audit at Fastenal's North Carolina distribution center (NHUB). The OFCCP audit, covering hiring at NHUB from December 7, 2016 through July 31, 2018, raised OFCCP concerns regarding hiring practices of part-time female employees in the Laborers and Helpers category. Although Fastenal strongly denies any allegations of prohibited hiring practices, Fastenal did reach a settlement with the OFCCP whereby Fastenal agreed to back pay for certain part-time female employees in the gross amount of \$168,000 in order to eliminate the expense, time and risk involved in more protracted litigation with the OFCCP. Fastenal has made several enhancements to its hiring processes and procedures to prevent this type of situation from occurring in the future, including preferred hiring requirements and subsequent reporting obligations.

In addition to the forgoing legal actions, Fastenal Company from time to time may be involved in various legal actions or proceeding that may involve products, employees, property, debtor or creditor issues, bankruptcy, contracts and related operational issues of the Company and certain investigative inquiries or audits by local, state or federal authorities; however, these actions or activities are not viewed as having a material impact on the Company's operations or its financial condition.