

E-Bid Reply Sheet/Questionnaire # 20200082

Suppliers for Water & Sewer Products

1. COMPANY NAME: Ferguson Enterprises LLC

DIVISION OF: _____

PHYSICAL ADDRESS: 4510 Prosperity Drive

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Ft. Pierce, FL 34981

TELEPHONE NUMBER: () 772-467-0137 FAX NO. () 772-467-0472

CONTACT PERSON: Drew Petonick E-MAIL: Drew.Petonick@ferguson.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Virginia

Kevin Murphy
President

Alex Hutcherson
Vice President

Bill Brundage
Treasurer

How long in present business: 60 yrs. How long at present location: 10 yrs.

Is the firm claiming Local Preference under City ordinance 35.12? Yes or No

Is firm your minority business: Yes or No

Does your firm have a drug free workplace program? Yes or No

Total number of staff at this location: 8

Total number of staff within the Treasure Coast Area? 8

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

Addendum Number	Date Issued
<u>1</u>	<u>8-18-20</u>
<u>2</u>	<u>8-18-20</u>
<u>3</u>	<u>8-20-20</u>

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4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Demandstar@demandstar.com. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(Please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 % (this amount maybe zero)
Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program 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 If unable to supply material within the required one (1) daytime frame, please indicate proposed delivery time from receipt of order. 5 Days.

5.4 Indicate "Floor Stock" quantities kept in inventory:
PVC Pipe, Brass Fittings, MJ Fittings

5.5 Please state the electronic order entry system offered: Ferguson.com

5.6 List location of warehouse site for material pick-up: 4510 Prosperity Drive, Ft Pierce FL 34981

5.7 If brands specified are not being bid, please list all "or equal" brands:
N/A

5.8 Bid Reply Total from Schedule "A" from Line # 1201 : 1,437,005.80
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the DemandStar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet # 20200082 uploaded on DemandStar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Interpretation of the Approximate Quantities – The City reserves the right to split the award, if in the City's opinion such a split is in the interest of the City. 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 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 be presumed correct.

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- 6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.
- 7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.
- 8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

- 9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all license that allows them to perform the work.

N/A

- 10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(Insert additional lines if necessary.)

- 11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (✓)

If yes, please explain:

- 12. 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:

NONE

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

- 13. List any judgments from lawsuits in the last five (5) years:

NONE

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

- 14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

Suppliers for Water & Sewer Products

NONE

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

- 15. List three (3) projects similar to this Bid completed by your firm for Suppliers for Water & Sewer Products along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Suppliers for Water & Sewer Products Project Number 1

Project Name: Indian River County Utilities

Description: Warehouse Stock

Location: 1800 27th St. Vero Beach, FL 32960

Completion Date: 6-23-20 - present

Commercial or Residential? N/A

Prime Contractor or Subcontractor: N/A

Client Name, Phone Number & Email: Jennifer Hyde, 772-226-1418, jhyde@ircgov.com

Value of Total Contract: \$250,000

Firm's Percentage of Total Contract: 50%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: ongoing

Was Project Completed within Budget? N/A

Suppliers for Water & Sewer Products Project Number 2

Project Name: City of Boynton Beach

Description: Warehouse Stock

Location: 222 NE 9th Ave Boynton Beach, FL 33435

Completion Date: 8-1-19 - present

Commercial or Residential? N/A

Prime Contractor or Subcontractor: N/A

Client Name, Phone Number & Email: Mike Dauta, 561-742-6324, dautam@bbfl.us

Value of Total Contract: \$400,000

Firm's Percentage of Total Contract: 50%

Number of Change Orders: 0

Value of Change Orders: 0

Suppliers for Water & Sewer Products ~~Martin County Utilities~~

Was Project Completed on Schedule: ongoing

Was Project Completed within Budget? N/A

Suppliers for Water & Sewer Products Project Number 3

Project Name: Martin County Utilities

Description: Warehouse Stock

Location: 3100 Hillman Drive Jensen Beach, FL 34957

Completion Date: 4-1-2017 - ongoing

Commercial or Residential? N/A

Prime Contractor or Subcontractor: N/A

Client Name, Phone Number & Email: Lynn Romanowski, 772-221-2309

Value of Total Contract: \$ 500,000 Lromanow@Martin. FL.US

Firm's Percentage of Total Contract: 90%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: N/A


Was Project Completed within Budget? N/A

- 16. Status of current contracts. Please provide the number of current contracts as well as a sample list of the projects currently underway. Insert additional pages if needed.
- 17. Will the Contractor be able to meet the timeline illustrated in Section III, Scope of Work?
Yes (X) No ()
- 18. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)
- 19. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)
- 20. Provide written summary of your general approach to responding to City requests for Emergency Work.

21. CERTIFICATION

This bid is submitted by: I, Drew Petonick am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

 _____ Sales _____
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(seal)

**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC., a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida are doing business as Ferguson Waterworks, and ii) Drew Petonick is Municipal Salesman in Florida and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2019, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Drew Petonick as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until November 30, 2020.

Dated: 6/17/2020 **FERGUSON ENTERPRISES, LLC**



Wesley E. Rice
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)
)
City of Newport News)

Sworn to subscribed and acknowledged before me this 17th day of June, 2020, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

Casey Mehlhoff
Notary - Casey Mehlhoff



My commission expires: 7/31/2022

City Request to Emergency Work

The branch manager and outside salesman cell phone are on 24 hours a day. Please call them with any emergencies during the week or on the weekend and we can open up the branch and help with material.

Outside Salesman

Drew Petonick

Cell Phone: 561-718-1037

Branch Manager

John Argenziano

772-332-2687

CHECKLIST
Bid #2020082
Suppliers for Water & Sewer Products

Name of Bidder: Ferguson Enterprises LLC

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- Bid Reply Sheet #2020082 with proper signatures upload to DemandStar.
- \$1,000 Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- Excel Reply Spreadsheet # 2020082 uploaded to DemandStar.
- Copy of Insurance Certificate in accordance with Section X of the E-Bid documents uploaded to DemandStar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- Required forms: Contractor Code of Ethics, Non-Collusion Affidavit of Prime Contractor and E-Verify. All forms are to be uploaded to DemandStar.
- Drug Free Workplace Form uploaded to DemandStar.
- Required W-9 as per Section 1.13 uploaded to DemandStar.
- Copy of the Checklist uploaded to DemandStar.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet # 2020082.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2020

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: ACE American Insurance Company NAIC # 22667	
	INSURER C: Indemnity Insurance Company of North America NAIC # 43575	
	INSURER D: ACE Fire Underwriters Insurance Company NAIC # 20702	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W17521105

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-691-468654-010	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Damage	Y	Y	ISA H25301055	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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 No	N/A	WLR C66921402	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
B	Workers' Compensation & Employers Liability- CA/MA Per Statute		Y	WLRC66921360	05/01/2020	05/01/2021	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

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

Workers Compensation Policy WLRC66921402 provides coverage for AL, AK, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, ME, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORT ST. LUCIE 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099	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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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
POLICY NUMBER See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Re: Contract # 20200082 - Suppliers for Water & Sewer Products

City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees are included as an Additional Insureds under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Certificate holder with respects to General Liability as per written contract or agreement.

Waiver of Subrogation applies in favor of Certificate holder with respects to Auto Liability.

Waiver of Subrogation applies in favor of Certificate holder with respects to Workers Compensation as per written contract or agreement and as permitted by law.

USL&H coverage is included in the Workers Compensation policy.

Coverage for Contractual Liability is provided under the General Liability policy.

The General Liability policy includes a Severability of Interest and Cross Liability Clause.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: RWCC66921281 EFF DATE: 05/01/2020 EXP DATE: 05/01/2021

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers' Compensation & Employers Liability - WI Per Statute	E.L. Each Accident	\$2,000,000
	E.L. Disease -Pol Lmt	\$2,000,000
	E.L. Disease-Each Emp	\$2,000,000

**FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST**

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson Parts & Packaging
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Valve & Automation
Action Plumbing Supply (effective 7/15/2019)	Ferguson Waterworks
ADL (effective 7/16/2018)	Ferguson Waterworks - Municipal Pipe
Alaska Pipe & Supply	Ferguson Waterworks - Red Hed
Andrews Lighting & Hardware Gallery	Ferguson Waterworks EPPCO
The Ar-Jay Center	Ferguson Waterworks International
Atlantic American Fire Equipment Company	Galleria Bath & Kitchen Showplace
Avallon Global	Grand Junction Pipe (effective 9/24/2018)
BAC Appliance Center	HM Wallace, Inc.
Bath + Beyond	H. P. Products Corporation
Bayport Partners, LLC	HP Logistic, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	Improvement Brands Holdings, Inc.
Brock-McVey (effective 7/30/2018)	Industrial Hub of the Carolinas
Bruce-Rogers Company	Innovative Soil Solutions LLC (effective 7/29/2019)
Build.com, Inc. (fka Improvement Direct, Inc.)	James Martin Signature Vanities, LLC (effective 1/28/2019)
Cal-Steam	J&G Products
Capital Distributing (effective 10/29/2018)	Jones Stephens Corp. (effective 8/13/2018)
City Lights Design Showroom	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
CFP	J.D. Daddario Company
Clawfoot Supply, LLC	Joseph G. Pollard Co.
Cline Contract Sales	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Columbia Pipe & Supply LLC (eff 3/13/2020)	Karl's Appliances
Custom Lighting & Hardware	Kitchen Art (effective 2/4/2019)
Davies Water	Lakeland Plumbing Supply, LLC
DBS Holdings, Inc.	Lighting Design Center
Dealernet	Lighting Unlimited
Duhig Stainless (effective 3/12/2018)	Lincoln Products
Energy & Process Corporation	Linwood Pipe and Supply
Equarius Waterworks, Meter & Automation Group	Living Direct, Inc.
Factory Direct Appliance	Louisiana Utilities Supply Company
Ferguson Bath & Kitchen Gallery	LUSCO
Ferguson Bath, Kitchen & Lighting Gallery	Mahwah Realty, LLC
Ferguson.com	Maskir Properties Inc.
Ferguson CESCO, Inc.	Matera Paper Company, Inc.
Ferguson Direct	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Enterprises, Inc.	McFarland Supply
Ferguson Facilities Supply (FEI)	MFP Design (effective 3/25/2020)
Ferguson Facilities Supply (for Matera Paper -TX only)	Michigan Meter
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Fire & Fabrication, Inc.	Mission Valley Pipe (effective 6/3/2019)
Ferguson Fire & Fabrication International	Mississippi Utility Supply Co. (MUSCO)
Ferguson Heating & Cooling	Myers HVAC Supply
Ferguson Hospitality Sales	National Fire Products
Ferguson HVAC – Air Cold	New Jersey Plumbing Group, LLC
Ferguson HVAC – EastWest Air	New York Plumbing Designs, LLC
Ferguson HVAC – Lyon Conklin	North Point Plumbing Supply, LLC
Ferguson Integrated Services	Orange County Plumbing Group, LLC
Ferguson International	Palm Designs LLC
Ferguson Panama, S.A.	PCS Industries

FERGUSON ENTERPRISES, LLC
ACTIVE DBA SUBSIDIARY LIST

PAGE 2 - DBA & SUBSIDIARY LIST	
<u>Entity Name</u>	<u>Entity Name</u>
PL Sourcing	Wolseley Integrated de Mexico S.A. de C.V.
Plumb Source	Wolseley Investments North America, Inc.
Plumbing Décor	Wolseley Investments, Inc.
Plumbing Holdings Corp.	Wolseley NA Construction Services, LLC
Pollardwater	Wolseley NA Finance, Inc.
Powell Pipe & Supply Co.	Wolseley Staffing de Mexico S.A. de C.V.
Power Equipment Direct Inc.	WPCC Forwarding
Process Instruments & Controls, LLC (effective 9/9/2019)	Wright Plumbing Supply
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Rencor Controls (effective 3/16/2020)	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	
Wolseley de Puerto Rico, Inc.	
Wolseley Financial Services	
Wolseley Industrial Group	

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Ferguson US Holdings, LLC			Endorsement Number 235
Policy Symbol ISA	Policy Number H25301055	Policy Period 05/01/2020 TO 05/01/2021	Effective Date of Endorsement 05/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Ferguson US Holdings, LLC			Endorsement Number 4
Policy Symbol ISA	Policy Number H25301055	Policy Period 05/01/2020 TO 05/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented by you.</p> <p>However, the insurance provided will not exceed the lesser of:</p> <ul style="list-style-type: none">.The coverage and/or limits of this policy, or.The coverage and/or limits required by said contract or agreement.	<p>All locations.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, LLC 12500 JEFFERSON AVENUE NEWPORT NEWS VA 23602	Endorsement Number
	Policy Number Symbol: RW0000 Number: C66921281
Policy Period 03-01-2020 TO 05-01-2021	Effective Date of Endorsement 05-01-2020
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, LLC 12500 JEFFERSON AVENUE NEWPORT NEWS VA 23602	Endorsement Number
	Policy Number Symbol: WLB Number: C66921360
Policy Period 03-01-2020 TO 05-01-2021	Effective Date of Endorsement 05-01-2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

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Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FERGUSON US HOLDINGS, LLC 12500 JEFFERSON AVENUE NEWPORT NEWS VA 23602	Endorsement Number
	Policy Number Symbol: WLB Number: C66921402
Policy Period 03-01-2020 TO 05-01-2021	Effective Date of Endorsement 05-01-2020
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

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Authorized Representative

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

Ferguson Enterprises LLC 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States 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.



Bidder's Signature

8/25/20
Date

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

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)

Bid #20200082, Suppliers for Water and Sewer Products

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
Mailing Address for Notices

202B Hall's Mill Road
Whitehouse Station, New Jersey 08889

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

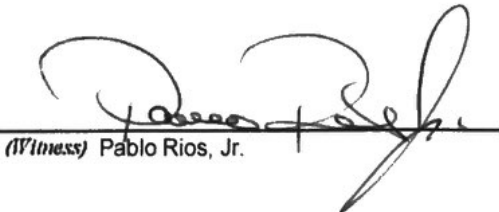
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 (1) 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 herefrom 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 26th day of August, 2020.

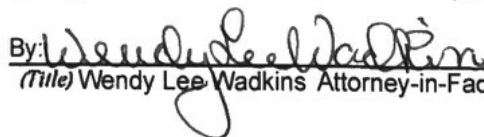

(Witness)


(Witness) Pablo Rios, Jr.

Ferguson Enterprises, LLC dba Ferguson Waterworks
(Principal) 

By: 
(Title)

Federal Insurance Company
(Surety) 

By: 
(Title) Wendy Lee Wadkins Attorney-in-Fact

CHUBB®

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 Wendy Lee Wadkins

Surety Bond Number: 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 bail 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 1st day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, 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 Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and 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



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316695
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

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"):

- (1) 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 of the Company or otherwise.
- (2) 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.
- (3) 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-in-fact 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 Commitments.
- (4) 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.
- (5) 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, Dawn M. Chloros, 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

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) 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 August 26, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**E-VERIFY
E-BID #20200082
PROJECT TITLE: SUPPLIERS FOR WATER & SEWER PRODUCTS**

Contract No: # 20200082

Financial Project No(s): _____


Project Description: Suppliers for water and sewer products

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

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 Vendor/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.

Company/Firm: Ferguson Enterprises LLC

Authorized Signature: 

Title: Sales

Date: 8-25-2020

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 2020082
Suppliers for Water & Sewer Products

State of FLORIDA }

County of PAUM BEACH }

ANDREW PETONICK, being first duly sworn, disposes and says that:
(Name/s)

1. They are Drew Petonick of Ferguson Enterprises LLC the Bidder that (Title)
(Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) SALER

STATE OF FLORIDA }
COUNTY OF St. Lucie SS: Paum Beach (K)

The foregoing instrument was acknowledged before me this Aug 25 2020 (Date)

by: ANDREW PETONICK who is personally known to me or who has produced
FL DRIVERS LICENSE as identification and who did (did not) take an oath.

Keith Dewhurst
Notary (print & sign name) Keith Dewhurst

Commission No. GG243495



CONTRACTOR CODE OF ETHICS
E-BID #2020082
Suppliers for Water & Sewer Products

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 Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendors 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, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors 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, Vendor 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 Ferguson Enterprises LLC

Signature 

Printed Name and Title Drew Petonick Sales

Date 8-25-2020

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

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ferguson US Holdings, Inc

2 Business name/disregarded entity name, if different from above
Ferguson Enterprises, LLC

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12500 Jefferson Avenue

6 City, state, and ZIP code
Newport News, VA 23602

7 List account number(s) here (optional)

Requester's name and address (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


5	4	-	1	4	7	3	3	3	8
---	---	---	---	---	---	---	---	---	---

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 ▶  Date ▶ 1/8/2020

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-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.

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity Name
Action Automation
Action Plumbing Supply
ADL
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
BAC Appliance Center
Bath + Beyond
Blackman Plumbing Supply
Brock-McVey
Bruce-Rogers Company
Cal-Steam
Capital Distributing
City Lights Design Showroom
CFP
Cline Contract Sales
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen and Lighting Gallery
Ferguson.com
Ferguson Direct
Ferguson Facilities Supply
Ferguson Fire & Fabrication International
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC - Air Cold
Ferguson HVAC - EastWest Air
Ferguson HVAC - Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks- Municipal Pipe
Ferguson Waterworks- Red Head
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace
Grand Junction Pipe
Industrial Hub of the Carolinas

Entity Name
Innovative Soil Solutions
J & G Products
J.D. Daddario Company
Joseph G. Pollard Co
Karl's Appliances
Kitchen Art
Lighting Design Center
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
McFarland Supply
Michigan Meter
Mission Valley Pipe
Mississippi Utility Supply Co. (MUSCO)
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Renwes Sales
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
Robertson Supply
SG Supply Co.
SOS Sales
SW Anderson
Tarpon Wholesale Supplies
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Wallwork
Waterworks Industries
Webb Distributors
Western Air Supply
Westfield Lighting
Wolseley Financial Services
Wolseley Industrial Group
WPCC Forwarding
Wright Plumbing Supply

BOA - Atlanta - 100286

FEI # (Main branch number)

PO Box 100286

Atlanta, GA 30384-0286

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox # 100286

6000 Feldwood Road

College Park, GA 30349

PNC - Chicago - 802817 Mktwest

FEI # (Main branch number)

PO Box 802817

Chicago, IL 60680-2817

OVERNIGHT - PKGS

Ferguson Enterprises Inc

Lockbox 802817

350 East Devon Avenue

Itasca, IL 60143

BOA - Boston - 417592

FEI # (Main branch number)

PO Box 417592

Boston, MA 02241-7592

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number) LB# 417592

MA5-527-02-07

2 Morrissey Blvd.

Dorchester, MA 02125

PNC - PHILLY- 827066

FEI # (Main branch number)

PO Box 827066

Philadelphia, PA 19182-7066

Overnight Address

PNC Bank

Lockbox 827066

Route 38 and East Gale Drive

Moorestown, NJ 08057

BOA- Dallas - 847411

FEI # (Main branch number)

PO Box 847411

Dallas, TX 75284-7411

OVERNIGHT - PKGS

FEI # (Main branch number)

Lockbox # 847411

1950 N. Stemmons FRWY

Ste. 5010

Dallas, TX 75207

PNC - Pittsburgh - 644054

FEI # (Main branch number)

PO Box 644054

Pittsburgh, PA 15264-4054

Overnight Address

PNC Bank

Lockbox 644054

Firstside Center

500 First Avenue

Pittsburgh, PA 15219

BOA - Los Angeles-740827

FEI # (Main branch number)

PO BOX 740827

Los Angeles, CA 90074-0827

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox 740827

2706 Media Center Drive

Los Angeles, CA 90085-1733



12500 Jefferson Ave
Newport News, VA 23602
757-874-7795

www.ferguson.com

To Whom It May Concern,

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

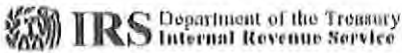
This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9s and 1099s etc., are required to follow this rule and therefore, will all show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Fergusons parent company. Because of this this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9s to vendors. Effective May 2019 we changed the name of WII to Ferguson US Holdings. We are currently waiting for the IRS to confirm the name change.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of **54-1211771**. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBAs on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at nola.jackson@ferguson.com or 757-223-6465.

Regards,

Nola Jackson
Tax Manager - Business Support
Ferguson Enterprises, LLC



OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314



026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Joe I. Jacquez".

Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter