

CITY OF BOYNTON BEACH
INVITATION TO BID (ITB)
FOR
ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES
ITB No. WH22-048

**CITY OF BOYNTON BEACH
CITY HALL
100 E Ocean Ave
BOYNTON BEACH, FL 33435**

**ONLINE SUBMISSIONS ONLY
BID CLOSING DATE: AUGUST 2, 2022
NO LATER THAN 2:30 P. M.**



INVITATION FOR BIDS FOR

TABLE OF CONTENTS

| | |
|--|-------|
| Scope of Services Information | 3 |
| Section 1 – Scope of Services and Project Information..... | 5 |
| Section 2 – Instruction to Bidders..... | 9 |
| Section 3 – Bid Submission Requirements..... | 11 |
| Section 4 – General Conditions..... | 13 |
| Section 5 - Special Conditions | 23 |
| Submittal of General Information, Procurement Forms and Documents To be Completed and Uploaded Online | |
| Proposer's Qualification Statement | 24-29 |
| Anti-Kickback Affidavit..... | 30 |
| Non-Collusion Affidavit of Proposer | 31 |
| Certification Pursuant to Florida STATUTE § 287.135..... | 32-33 |
| Draft Contract | |
| Draft Contract Agreement | C1-C5 |
| Insurance Advisory Form | C-8 |
| Exhibit 'A'..... | |
| Scope of Services | C-6 |
| Exhibit 'B'..... | |
| Schedule of Prices | C-7 |

**INVITATION TO BID (ITB)
WH22-048
FOR
INVITATION FOR BIDS
FOR
ANNUAL SUPPLY FO PIPE FITTINGS AND ACCESSORIES**

Electronic Invitation To Bids (ITB's) shall be received by the bidding system up until: **AUGUST 2, 2022 No Later Than 2:30 PM (Local Time).**

All Bids will be publicly opened online at Boynton-beach.bidsandtenders.net. Bids received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF ITB:

The City of Boynton Beach is seeking bids to secure pricing for a period of one (1) year for the purchase of PIPE supplies to stock in the City's Warehouse to provide availability for various City Departments as needed to complete tasks, make repairs, and provide services to the City of Boynton Beach.

TERM OF CONTRACT

The initial term of the contract shall be for one (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) additional one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Bidder or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Bidder. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071(1), sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this ITB are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.



INVITATION TO BID (ITB)

**No. WH22-048
FOR
“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”**

SECTION 1 –SCOPE OF SERVICES AND GENERAL REQUIREMENTS

1.1 BID TERM:

The initial term of the contract shall be for one (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City.

1.2 BASIS OF AWARD:

While it is the intent of the City to award the bid to one vendor who is the lowest responsive and responsible Bidder as determined by the city, the City reserves the right to make multiple awards. The City reserves the right to reject all bids, waive non-material errors in the bids, to abandon the project and to solicit and re-advertise for other bids.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest Bidder, or any Bidder. The City reserves the right to make the award to a responsible Bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

1.3 SCOPE OF WORK TO BE PERFORMED:

1.3.1 PURPOSE:

The purpose of this bid is to establish firm prices for a one-year period for the purchase of Pipe Fittings and other Accessories. These items will be ordered on an “AS NEEDED BASIS” for the repair, replacement and new construction of utility systems. Bidder(s) are required to have a warehouse facility in Miami-Dade, Broward, Palm Beach, Martin and/or St. Lucie County.

1.3.3 PERFORMANCE WARRANTY:

The vendor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance, inspection and approval by City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at City's option, re- perform the work in question at no additional cost to City, or refund the original charges for the work in question to City, including the difference in cost if any, to re-perform the work if completed by another vendor.

1.4 GENERAL REQUIREMENTS:

A. REFERENCES:

Complete the Reference Document and include at least three (3) references from customers that you have contracted with to provide PIPE supplies.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

B. COMMUNICATIONS:

The contractor or his/her representative will meet with the City's contract administrator every other Monday, to discuss schedules, problems, needs, and mutual areas of concern.

C. QUALIFICATIONS:

The bidder(s) must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The COBB reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The COBB reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

D. SECURITY AND ACCESS:

All contract/sub-contract employees will display City issued photo identification badges while working on City premises. No contract/sub-contract employee will be allowed access to any City facilities area without displaying the required City issued photo identification badge, wearing uniform shirts clearly identifying the company's name, and wearing closed toe, rubber soled shoes at all times. Also, while shorts are acceptable, they cannot be more the 3" above the knee caps.

The contractor/sub-contractor will work in several areas which are:

1. Under secured access

- a) Shall be maintained in a secured condition and will be locked immediately upon the contractor completing their work.
2. Generally opened to the public for meetings, rentals, and other uses.

E. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the COBB. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The Contract Administrator reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

F. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice sent to the Contractor Administrator.

Invoices to the COBB MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Service(s)
4. Itemized pricing to include copy of vendor's invoice for any equipment and parts used (including mark-up as specified in Attachment "C").
5. City of Boynton Beach Purchase Order Number

Failure to timely submit invoices(s) within 30 days to the Contract Administrator as set forth above may significantly delay processing and payment of the invoice.

The above terms and conditions are agreed to by submitting an offer on this bid.

G. INCORRECT PRICING/INVOICES:

Any pricing on invoices that are incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Contract Administrator and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Contract Administrator's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

H. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the Contract Administrator's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Contract Administrator's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

I. COMPLETION OF SERVICES/LIQUIDATED DAMAGES:

The completion date for repairs or projects shall not exceed quoted or set project schedule, unless written request for extension and the approved authorization has been granted. Should the bidder to whom the repair work is awarded, fail to complete the work within the number of days stated in the quote, the COBB reserves the right to:

1. Collect liquidated damages in the amount of \$250 per day work is not completed **OR**
2. Cancel the contract with the bidder and to secure the services through another source of supply to complete the work.

If the COBB exercises one of these options, the COBB may at its option request payment from the bidder through invoice or credit memo, for any additional costs over and beyond the original quoted prices, which were incurred by the COBB as result of having to secure the services elsewhere or for liquidated damages. If the bidder fails to honor this invoice or credit memo, the COBB may remove that bidder from the contract.

J. DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER:

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within 24 hours after such rejected defects, deficiencies, and/or non-conformances are reported in writing (email, memo, inspection reports, etc.) to the Bidder by the Contract Administrator or designee. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified; the COBB may, at its discretion, notify the Bidder, in writing, that the Bidder is contractually default and obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.



INVITATION TO BID (ITB)

No. WH22-048
FOR
“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”

SECTION 2 – INSTRUCTIONS TO BIDDERS

- 2.1** Electronic Invitation to Bid (ITB's) shall be received by the City's e-Procurement bidding system no later than: **AUGUST 2, 2022 No Later Than 2:30 PM (Local Time)**.
- 2.2** Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their ITB submittal submitted online.
- 2.3** Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.
- 2.4** It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the ITB closing time and date in the event additional addenda are issued.
- 2.5** To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the ITB documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
- 2.6** ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.
- 2.7** Bidders are cautioned that the timing of their bid submission is based on when the bid is RECEIVED by the bidding system, not when a bid is submitted, as the submittal transmission can be delayed due to file transfer size, transmission speed, etc.
- 2.8** For the above reasons, it is recommended that sufficient time to complete your bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.
- 2.9** Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.
- 2.10** Late Submittal Responses are not permitted by the Bidding System.

- 2.11** To ensure receipt of the latest information and updates via email regarding this Invitation to Bid, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
- 2.12** All expenses for making ITB responses to the City are to be borne by the Bidder.
- 2.13** A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior to execution.
- 2.14** Each Bidder, by submission of a bid response, acknowledges that in the event of any legal action challenging the award of an ITB; damages, if any, shall be limited to the actual cost of the preparation of the ITB.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.



INVITATION TO BID (ITB)

No. WH22-048
FOR
“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”

SECTION 3 – BIDDER SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF ITB'S

- A. The Contractor shall provide all services and necessary items of expense, including but not limited to labor, material, trucking, transportation, equipment, power, supervision, and all other services and items of expense required for the complete performance of all Work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Pay all charges by all suppliers and subcontractors to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the Contractor's operation.
- D. Pay all costs of restoration of pavements, landscaping, and structures damaged by the Contractor's operation, including all staging areas solely to the satisfaction of the City
- E. Give all required notices.
- F. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities that bear on the performance of the work.
- G. The Contractor shall be responsible for safely barricading open excavations which may present hazards.
- H. The Contractor shall be responsible for securing all tools, equipment and material at the job site.
- I. Ensure that all personnel are properly dressed with OSHA approved clothing and safety gear, including but not limited to hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work.

8. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

- A) Bidder Qualification Statement – ***Upload Online***
- B) Addenda Acknowledgement – ***Online Acknowledgement***
- C) Anti-Kickback Affidavit – ***Upload Online***
- D) Non-collusion Affidavit of Bidder – ***Upload Online***
- E) Confirmation of Minority Owned Business - ***Online Form***
- F) Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
- G) Confirmation of Drug Free Workplace - ***Online Acknowledgement***
- H) Palm Beach Inspector General - ***Online Acknowledgement***
- I) Local Business Certification - ***Online Form***

- J) Statement of Non-Submittal (if applicable) - ***Online Form***
- K) Schedule of Sub-Consultants – ***Online Form***
- L) Submit current Florida Professional License, including evidence of possession of required licenses or business permits – ***Attach and Upload***
- M) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form – ***Attach and Upload***
- N) Submit any Supplemental information relative to this ITB – ***Attach and Upload***

BID SHEET IS A SEPARATE DOCUMENT WHERE YOU WILL INPUT INFORMATION WITHIN THE SYSTEM



INVITATION TO BID (ITB)

No. WH22-048
FOR
“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”

SECTION 4 – GENERAL CONDITIONS

1. **FAMILIARITY WITH LAWS:** The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.
2. **ITB FORMS:** The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, Bidder title, number, Bidder date and time on the outside of the sealed envelope. Bidders not submitted on appropriate proposal forms may be rejected. All Bidders are subject to the conditions specified herein. Bidders which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF ITB:** ITB must contain a manual signature of an authorized representative in the space provided on all affidavits and bid sheets.
4. **DEMONSTRATIONS:** Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.
5. **ESCALATOR CLAUSE:** Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.
6. **EXCEPTIONS:** Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked “**EXCEPTIONS TO THE SPECIFICATIONS**” and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

7. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City
8. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.
9. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Interim City Manager shall be final and binding on both parties.
10. **NO SUBMITTAL:** A no submittal response can be submitted online through the e-Procurement bidding system.
11. **ITB DEADLINE:** It is the Bidder's responsibility to assure that the ITB is submitted electronic by or at the proper time and date prior to the ITB deadline. Late submittal responses are not permitted by the Bidding System.
12. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
 - B. Reject or cancel any or all ITB's;
 - C. Reissue an Invitation to ITB;
 - D. Extend the ITB deadline time and date;
 - E. Consider and accept an alternate bid as provided herein when most advantageous to the City.
 - F. Increase or decrease the quantity specified in the Invitation to Bid;
13. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Bidder has:
 - A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
14. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific ITB no later than ten (10) days prior to the ITB deadline. Inquiries must reference the date by which the ITB is to be received.

15. OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.
16. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.
17. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.
18. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.
19. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.
20. PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/Performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the using department and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City.

Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

- A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. DISCOUNTS: Will be considered in determining the lowest net cost.
- D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

21. TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids

22. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

23. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

24. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

25. SUBCONTRACTING: If a Bidder subcontracts any portion of a Contract for any reason, the Bidder must state the name and address of the subconsultant and the name of the person to be contacted on the attached "Schedule of Subconsultants". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subconsultant is named and to make the award to the bid, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any Bidder if the bid names a subconsultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

26. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to the Bidder through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is each Bidder's responsibility of each bid to have receive all addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the ITB closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the ITB closing time and date and any addenda have been issued, the Bidding System shall withdraw the Bidder's submission and the submittal status will change to an incomplete status and withdraw the bid submittal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

The Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

27. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the Purchasing Division tenders final payment to the Bidder.

28. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

29. ON PUBLIC ENTITY CRIMES –provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. SCRUTINIZED COMPANIES - 287.135 and 215.473

By submission of this Bid, Bidder certifies that Bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of \$1 million or more must include the attached Scrutinized Companies form to certify that the Bidder is not on either of those lists.

31. **NON-COLLUSION AFFIDAVIT:** Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their bid. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the bid.
32. **ANTI-KICKBACK AFFIDAVIT:** Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their bid. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the bid.
33. **CONFIRMATION OF MINORITY-OWNED BUSINESS:** It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.
34. **ADVERTISING:** In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.
35. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
36. **LIABILITY:** The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.
37. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;

- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

MAYLEE DE JESUS (CITY CLERK)
100 E OCEAN AVE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US

38. FUNDING OUT:

The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

39. PALM BEACH COUNTY INSPECTOR GENERAL:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

40. LOCAL BUSINESS PREFERENCE:

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, a bidder must include the Local Business Status Certification Form at the time of bid submittal.

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

41. BRAND NAMES:

Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the COBB's intent to rule out other competition, therefore, the phrase

OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The COBB shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

42. PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

43. CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

44. DELIVERY:

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

45. QUALITY:

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the COBB with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the COBB.

46. SAMPLES, DEMONSTRATIONS AND TESTING:

Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Contract Administrator.

When required, the COBB may request full demonstrations of any units bid prior to the award of any contract.

Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the COBB.

47. INSPECTION AND ACCEPTANCE OF GOODS:

The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The COBB will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the COBB is found to be defective or does not conform to specifications, the COBB reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

48. PRODUCT RECALL:

In the event the awarded bidder receives notice that a product delivered to the COBB has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the COBB's Bid Purchasing

Agent within two business days of receiving such notice. The COBB's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the COBB's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the COBB shall include the name and description of the affected product; the approximate date the affected product was delivered to the COBB; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the COBB, if necessary to protect the health, welfare, and safety of COBB students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the COBB. Unless it was absolutely necessary for the COBB to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the COBB, without causing significant inconvenience to the COBB.

At the option of the COBB, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the COBB will be considered a default.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.



INVITATION TO BID (ITB)

**No. WH22-048
FOR
“ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES”**

SECTION 5 – SPECIAL CONDITIONS

1. It will be the responsibility of the successful Bidder to supply necessary labor for completion of services if requested by the City of Boynton Beach.
2. The City by written notice may terminate in whole or in part any Contract resulting from this ITB when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.
3. It shall be the responsibility of the successful Bidder to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Bidder shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.
4. The City of Boynton Beach reserves the right, before awarding a Contract to require a Bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.
5. The successful Bidder shall at all times guard from damage or loss of property of the City or of other vendors and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, or other vendors. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Bidder or his agent.



BIDDER'S QUALIFICATION STATEMENT TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: Core & Main LP

Address: 1101 W. 17th Street

CITY, State, Zip: Riviera Beach, FL 33404

Telephone No.: 561-848-4396

Fax No.: 561-845-7267

Email Address.: susan.reed@coreandmain.com

Check One

Corporation

Partnership X

Individual

Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

Core & Main LP

The address of the principal place of business is:

1830 Craig Park Court

St. Louis, MO 63146

2. If Bidder is a corporation, answer the following:

- Date of Incorporation: _____
- State of Incorporation: _____
- President's name: _____
- Vice President's name: _____
- Secretary's name: _____
- Treasurer's name: _____
- Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

a. Date of organization: Nov. 22, 2004

b. Name, address and ownership units of all partners:
Core & Main Intermediate GP, LLC – General Partner (Delaware LLC)
Core & Main Midco, LLC – Limited Partner (Delaware LLC)
Address for all Partners: 1830 Craig Park Court, St. Louis, MO 63146

c. State whether general or limited partnership: Limited Partnership

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name?
5 years

Under what other former names has your organization operated?
HD Supply Waterworks, Ltd.
Hughes Water & Sewer, Ltd.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
Business License Number 00696.1
FL Contractor License No.: CUC1225503
FL Registration: A04000001840

8. Did you attend the Pre-Bid Conference if any such conference was held?
YES NO

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

To the best of our knowledge, no.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Multiple employees of our Riviera Beach Branch have years of experience serving municipal customers.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

11. State the name of the individual who will have personal supervision of the work:
Javier ReaChani

12. State the name and address of attorney, if any, for the business of the Bidder:
Jackie Burkhardt, Director of Legal
1830 Craig Park Court, St. Louis, MO 63146

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:
Core & Main □P, LLC - □eneral Partner
CD&R Plum□Bu□er, LLC - □eneral Partner
Core & Main Mana□ement Feeder, LLC - Limited Partner

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:
□one.

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:
Sandra Diaz, Surety Analyst
Aon Risk Solutions
1 Liberty Plaza, 165 Broadway, 33rd Floor, New York, NY 10006

16. Annual Average Revenue of the Bidder for the last three years as follows:

| | | <u>Revenue Index Number</u> |
|----|-------------------------------|-----------------------------|
| a. | Government Related Work | |
| b. | Non-Governmental Related Work | |
| | Total Work (a +b): | \$50 million or greater |

Revenue Index Number

| | |
|-----|--|
| 1. | Less than \$100,000 |
| 2. | \$100,000 to less than \$250,000 |
| 3. | \$250,000 to less than \$500,000 |
| 4. | \$500,000 to less than \$1 million |
| 5. | \$1 million to less than \$2 million |
| 6. | \$2 million to less than \$5 million |
| 7. | \$5 million to less than \$10 million |
| 8. | \$10 million to less than \$25 million |
| 9. | \$25 million to less than \$50 million |
| 10. | \$50 million or greater |

17. Bank References:

| Bank | Address | Telephone |
|---|----------------|------------------|
| BANK OF AMERICA | | |
| WWW.CONFIRMATION.COM | | |
| For assistance using confirmation.com, contact 866-325-7201 | | |

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Our technological solutions (including online ordering) and our branch contact (Xavier Rezaihani) can assist with controlling inventories, project management, purchasing, material identification, and invoicing.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Core & Main LP serves municipal customers using best practices, processes, and technological solutions. Our branch contact will work with you to ship orders complete, accurate, and on time.

20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES NO

N/A

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

22. What will be your turnaround time for written responses to City inquiries?

Usually the same or next day (depending on inquiry).

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Core & Main LP ("Core & Main") is one of the country's largest distributors of waterworks products operating across the country in nearly every state. Core & Main enters into a significant number of contracts on a daily basis and is involved in litigation from time to time in the ordinary course of business
In the event issues arise, they are handled on a case by case basis. For further information, please see attachment.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

To the best of our knowledge, none.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

To the best of our knowledge, none.

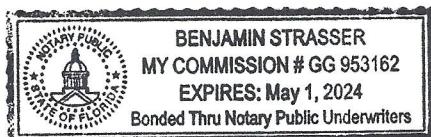
The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Susan Reed

(Title) Municipal Sales Coordinator

Subscribed and sworn to before me

This 22nd day of July, 2020 2022



Benjamin Strasser
Notary Public (Signature)

My Commission Expires: May 1, 2024



ANTI-KICKBACK AFFIDAVIT
TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
COUNTY OF PALM BEACH) : SS
)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Susan Reed
NAME - SIGNATURE

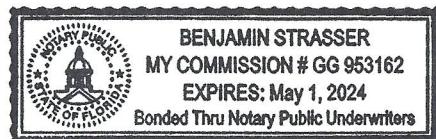
Sworn and subscribed before me
this 22nd day of July, 2022

Printed Information:

Susan Reed
NAME
Municipal Sales Coordinator
TITLE

Benjamin Strasser
NOTARY PUBLIC, State of Florida
at Large

Core & Main LP
COMPANY



"OFFICIAL NOTARY SEAL" STAMP



E-VERIFY FORM TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Pipe Supplies and Accessories
Project No.: WH22-048

1. Definitions

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salaries, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salaries, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the employment authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract and
- b) All persons (including vendors, consultants, subcontractors) assigned by Contractor to perform or pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach and
- c) Should vendor become the successful Contractor awarded for the above-named project, enter into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the employment authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.

| | |
|-----------------------|-----------------------------|
| Company Name: | Core & Main LP |
| Authorized Signature: | <i>Susan Reed</i> |
| Print Name: | Susan Reed |
| Title | Municipal Sales Coordinator |
| Date: | July 22, 2022 |
| Phone: | 561-848-4396 |

STATE OF Florida)
 COUNTY OF Brevard)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of July, 2022, by Susan Reed on behalf of Core & Main LP. He/she is personally known to me or has produced _____ as identification.

Benjamin Strasser

NOTARY PUBLIC

Benjamin Strasser

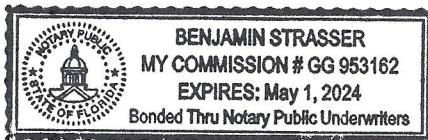
(Name of Notary Typed, Printed or Stamped)

Municipal Quotations Specialist

Title or Rank

GG 953162

Serial number, if any





NON COLLUSION AFFIDAVIT OF BIDDER TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Brevard)

Susan Reed _____, being first duly sworn, deposes and says that:

- 1) She is Municipal Sales Coordinator of Core & Main LP, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached ITB:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 4) Further, 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, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB 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 communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach 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) Susan Reed

(Title) Municipal Sales Coordinator

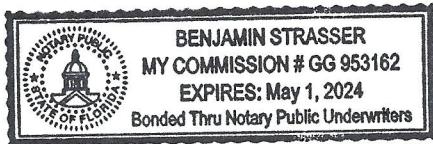
Subscribed and sworn to before me

This 22nd day of July, 2022

Benjamin Strasser

Notary Public (Signature)

My Commission Expires: May 1, 2024



**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE**

I, _____, on behalf of _____ certify

Print Name and Title

Company Name

that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

“DRAFT”

SUBJECT TO REVISIONS PRIOR TO SIGNING.

PROFESSIONAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “the City”, and **TBD**, hereinafter referred to as “Vendor”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide _____
INSERT DESCRIPTION_____.
2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified on Exhibit “A” Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the Interim City Manager or his designee.
3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this Agreement effective TBD.
4. TERM. The initial term of the contract shall be for One (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.
5. PAYMENT. The Vendor shall be paid by the Provider/City for completed work and for services rendered under this Agreement in accordance with Exhibit “B” Schedule of Prices attached hereto and incorporated herein by reference, as follows:
 - a. The total contract price in the amount of PRICE/UNIT for an annual estimated amount of _____ for a period of _____ years (#), with an option to renew for _____ (#) one-year terms for a total _____ estimated amount over the total potential term of the agreement, shall be the total amount of payment to Vendor for services provided under this Agreement for the entire term of the Agreement.
 - b. Payment for the work provided by Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the Interim City Manager or designee.
 - c. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.
 - d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.

f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Vendor's endeavors.
7. COMPLIANCE WITH LAWS. Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.
9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.
11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age,

sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. **NON-WAIVER.** **Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.**

15. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Vendor.

b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Jim Stables, Interim City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

| |
|--|
| |
| |
| |

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**MAYLEE DE JESUS, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
DEJESUSM@BBFL.US**

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false

certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. EXECUTION OF THE AGREEMENT. This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

Jim Stables, Interim City Manager

Signature of Authorized Official

Printed Name of Authorized Official

Attest/Authenticated:

Title

Maylee De Jesus, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Chero, City Attorney

Secretary



City of Boynton Beach

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: *An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.*) The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

| <u>TYPE</u> | (Occurrence Based Only) | <u>MINIMUM LIMITS REQUIRED</u> |
|--|-------------------------------|--------------------------------|
| General Liability | General Aggregate | \$ 1,000,000.00 |
| Commercial General Liability | Products-Comp/Op Agg. | \$ 1,000,000.00 |
| Owners & Consultant's Protective (OCP) | Personal & Adv. Injury | \$ 1,000,000.00 |
| Liquor Liability | Each Occurrence | \$ 1,000,000.00 |
| Professional Liability | Fire Damage (any one fire) | \$ 50,000.00 |
| Employees & Officers | Med. Expense (any one person) | \$ 5,000.00 |
| Pollution Liability | | |
| Asbestos Abatement | | |
| Lead Abatement | | |
| Broad Form Vendors | | |
| Premises Operations | | |
| Underground Explosion & Collapse | | |
| Products Completed Operations | | |
| Contractual | | |
| Independent Consultants | | |
| Broad Form Property Damage | | |
| Fire Legal Liability | | |
| Automobile Liability | Combined Single Limit | \$ 300,000.00 |
| Any Auto | Bodily Injury (per person) | to be determined |
| All Owned Autos | Bodily Injury (per accident) | to be determined |
| Scheduled Autos | Property Damage | to be determined |
| Hired Autos | Trailer Interchange | \$ 50,000.00 |
| Non-Owned Autos | | |
| PIP Basic | | |
| Intermodal | | |
| Garage Liability | Auto Only, Each Accident | \$ 1,000,000.00 |
| Any Auto | Other Than Auto Only | \$ 100,000.00 |
| Garage Keepers Liability | Each Accident | \$ 1,000,000.00 |
| | Aggregate | \$ 1,000,000.00 |
| Excess Liability | Each Occurrence | to be determined |
| Umbrella Form | Aggregate | to be determined |
| Worker's Compensation | Statutory Limits | |
| Employer's Liability | Each Accident | \$ 100,000.00 |
| | Disease, Policy Limit | \$ 500,000.00 |
| | Disease Each Employee | \$ 100,000.00 |
| Property | | \$ 300,000.00 |
| Homeowners Revocable Permit | | Limits based on Project Cost |
| Builder's Risk | | |
| Other - As Risk Identified | | to be determined |

BIDDER ACKNOWLEDGEMENT

Submit Bids To: **PROCUREMENT SERVICES**
100 Ocean Ave
Boynton Beach, Florida 33435
Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

Bid Number: **WH22-048**

Bid Due: **AUGUST 2, 2022; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **August 2, 2022; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: **Core & Main LP**

Federal I.D. Number: **03-0550887**

Type of Corporation of the State of: **Florida, Limited Partnership**

Area Code: **561** Telephone Number: **848-4396**

Area Code: **561** Fax Number: **845-7267**

Mailin Address: **1101 W. 17th Street**

City/State/Zip: **Riviera Beach, FL 33404**

Vendor Mailin Date: **07/22/22**

E-Mail Address: **susan.reed@coreandmain.com**

Susan Reed

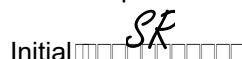


Authorized Signature

Susan Reed

Name Typed

The Qualification of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein.

SR
Initials: 

Date: **07/22/22**

**EXCEPTIONS TO THE SPECIFICATIONS
of Core & Main LP**
Submitted to the City of Boynton Beach
Invitation to Bid (ITB)
Annual Supply of Pipe Fittings and Accessories
ITB No. WH22-048

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP (“Core & Main”) hereby takes exception to the specifications as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Boynton Beach (the “Owner”), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.
2. Due to current supply chain disruptions, all materials are subject to pricing at the time of shipment. Prices submitted with the bid of Core & Main LP reflect prices at the time of bid submission, are subject to change at any time and are not firm. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.
3. Insurance: To the extent provided in its policy, Core & Main will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main’s insurance provider. A Certificate of Insurance is attached to demonstrate the level of coverage carried by Core & Main. To the extent permitted by its policy, Core & Main will name only the Buyer and its affiliates, subsidiaries, parents, officers and employees as additional insureds. Notice of cancellation will be provided by e-mail per state guidelines. General aggregate limits apply per policy. Core & Main will not be required to provide copies of its policies and will not be required to provide Professional Liability, Builder’s Risk, Owner’s Protective Liability, Contractor’s Protective Liability, Contractual Liability Insurance, or other coverages not specifically identified in the attached certificate. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main’s bid, the Buyer accepts Core & Main’s certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, and deductible amounts. The parties agree that Core & Main’s insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

4. **Warranty.** The extent of the warranty to be provided by Core & Main is set forth in the attached Core & Main LP Warranty.
5. **Risk of Loss:** Title and risk of loss for materials provided hereunder will pass to the Owner upon delivery.

CORE & MAIN LP

Dated this 22nd day of July 2022.

Susan Reed

Municipal Sales Coordinator



Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. **BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RE COURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RE COURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE.** BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/30/2021

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 INSURER A: National Union Fire Insurance Company of P | NAIC # 19445 |
| INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146 | INSURER B: Willis Submission Carrier | GENRC |
| | INSURER C: ACE Property & Casualty Insurance Company | 20699 |
| | INSURER D: XL Insurance America Inc | 24554 |
| | INSURER E: | |
| | INSURER F: | |
| | | |

COVERAGES

CERTIFICATE NUMBER: W21759150

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 <input checked="" type="checkbox"/> SIR: \$500,000* | | | GL 1728964 | 08/01/2021 | 08/01/2022 | EACH OCCURRENCE | \$ 1,000,000 | |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 | |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | |
| B | <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 | | | SEE ATTACHED | 08/01/2021 | 08/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | |
| | | | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | G72535613 001 | 08/01/2021 | 08/01/2022 | EACH OCCURRENCE | \$ 5,000,000 | |
| | | | | | | | AGGREGATE | \$ 5,000,000 | |
| | | | | | | | | \$ | |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> No | N/A | SEE ATTACHED | 08/01/2021 | 08/01/2022 | <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 | |
| D | Excess Liability | | | US00111733LI21A | 08/01/2021 | 08/01/2022 | Occurrence | \$5,000,000 | |
| | | | | | | | Aggregate | \$5,000,000 | |

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

* General Liability: The \$1,000,000 per Occurrence and \$2,000,000 Aggregate limits displayed is a combination of \$500,000 Self-Insured Retention and \$500,000 Per Occurrence / \$1,500,000 Aggregate limits of liability provided by the carrier noted above.

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

Core & Main LP

© 1988-2016 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: **See Page 1**

Limits: **See Page 1**

| POLICY NUMBER | STATE | INSURER(S) AFFORDING COVERAGE |
|----------------------|------------------|---|
| CA 4594395 | All Other States | National Union Fire Insurance Company of Pittsburgh |
| CA 4594397 | MA | National Union Fire Insurance Company of Pittsburgh |
| CA 4594396 | VA | National Union Fire Insurance Company of Pittsburgh |

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: **See Page 1** Limits:

See Page 1

| POLICY NUMBER | STATE | INSURER(S) AFFORDING COVERAGE |
|----------------------|------------------|--------------------------------------|
| WC 016393321 | All Other States | AIU Insurance Company |
| WC 016393322 | CA | AIU Insurance Company |
| WC 016393323 | WI | AIU Insurance Company |
| WC 016393324 | NY | AIU Insurance Company |

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2021-08/01/2022

| POLICY NUMBER | TYPE OF INSURANCE | LIMITS | INSURER(S) AFFORDING COVERAGE |
|----------------------|-----------------------------|---------------------------------------|--------------------------------------|
| MKLM6MM50000028 | Excess General Liability | \$5,000,000 xs \$1,000,000 Primary | Markel American Insurance Company |
| NY21RXSZ02HYLIV | Excess Automobile Liability | \$3,000,000 xs \$2,000,000 Primary | Navigators Insurance Company |

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

Cit~~o~~o~~o~~Bo~~o~~nton Beach

Bidder~~o~~ Core & Main LP

Attachment to Bidder's Qualification Statement

Question 24 List all claims, arbitrations, administrative hearings and lawsuits brought ~~o~~ or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project ~~o~~ which the dispute arose, and a description ~~o~~ the subject matter ~~o~~ the dispute.

Core & Main Response Core & Main LP ("Core & Main") is one ~~o~~ the country's largest distributors of water or~~s~~ products operating across the country in nearly every state. Core & Main enters into a significant number of contracts on a daily basis and is involved in litigation from time to time in the ordinary course of business. In the event issues arise, they are handled on a case ~~o~~ case basis. For additional information, Core & Main has been involved in the following litigation or arbitration matters in the state of Florida involving products Core & Main sells to its customers during the last five (5) years:

1. Latitude on the River This matter stemmed from an alleged product defect in a fire sprinkler suppression system installed at the Latitude on the River Condominiums in Miami-Dade County. A settlement agreement was reached with the condominium association in February 2020 and all claims were dismissed, including cross claims filed ~~o~~ the general contractor and the developer. The fire sprinkler subcontractor had a cross claim remaining and that last piece was resolved in May 2021. Core & Main did not admit any fault as part of these settlements.
2. Phillip Olie v. Miami-Dade County, Core & Main, et al. Plaintiff filed a Complaint against Miami-Dade County and Core & Main claiming injuries that allegedly occurred on December 7, 2017, when Plaintiff tripped over a utility cover whose trap was ajar. The Complaint alleges Core & Main was responsible for defective utility cover and/or improper installation. However, Core & Main did not produce the product nor did they install the product (or have any involvement in the installation). Core & Main is optimistic it will be dismissed from this matter in the near future.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or 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.

Core & Main LP

COMPANY NAME

Susan Reed

SIGNATURE

Susan Reed

PRINT NAME

Municipal Sales Coordinator

TITLE

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the City of Bonita Beach or any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace, a business shall

- 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, and 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 employee that, as a condition of or in 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 an conviction of or plea of guilty or nolo contendere to, any violation of Chapter 893 or of an controlled substance law in the United States or an state, or 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.

Susan Reed

Vendor's Signature

CONFIRMATION OF MINORITY OWNED BUSINESS

□ requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes our company. Return this form with our bid proposal sheet making it an official part of our bid response.

If Yes, please indicate by an "X" in the appropriate box:

Do you possess a Certification Qualification or Business as a Minority Owned Business

□□□□S, □ame the Organization □rom □hich this certification □as obtained and date □

Issuing Organization for Certification

Date of Certification

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided above, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract within its termination.

Core & Main LP
CONTRACTOR

Susan Reed
B

Title Municipal Sales Coordinator

Date July 22, 2022

EXHIBIT A

SCOPE OF SERVICES

The purpose of this bid is to secure pricing for a period of one (1) year for the purchase of PIPE supplies to stock in the City's Warehouse to provide availability for various City Departments as needed to complete tasks, make repairs, and provide services to the City of Boynton Beach.

EXHIBIT B

SCHEDULE OF PRICES

Risk Management Department

WH22-048 - Annual Supply of Pipe Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

Vendor Details

Company Name: Core & Main LP
1101 W 17th St
Address: Riviera Beach, Florida 33404
Contact: Benjamin Strasser
Email: benjamin.strasser@coreandmain.com
Phone: 321-339-9340
HST#: 03-0550887

Submission Details

Created On: Thursday July 28, 2022 13:45:22
Submitted On: Thursday July 28, 2022 14:38:53
Submitted By: Benjamin Strasser
Email: benjamin.strasser@coreandmain.com
Transaction #: 569d46b2-3d67-4aa1-b1e2-28897a00794e
Submitter's IP Address: 165.225.223.68

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on. If you do not offer any of the categories, please place a "0%" in the box.

***** You can submit multiple discounts with multiple item categories. It must be stated which discount goes with corresponding category. *****

| Category | Discount Percentage Off * | Cost Plus Percentage * |
|--|---------------------------|--|
| Ductile Iron Pipe, Ductile Iron Fittings and Accessories | 0% | US Pipe DI Pipe: Market Cost plus 11% at time of shipment US Pipe Field lok gaskets: Market Cost plus 11% at time of shipment Tyler Union: Fittings and Accessories: Market Cost Plus 11% Tyler Union Restraints: Market Cost Plus 11% Tyler Union P401 lined fittings: Market Cost Plus 11% EBAA: Market Cost Plus 11% Fab DI Pipe: US & Custom Pipe & Fab: Market Cost Plus 11% at time of shipment All are market cost plus most current list price at time of order Star: DI Fittings and accessories: Market Cost Plus 11% Star MJ/FLB P401 fittings: Market Cost Plus 11% Star Restraints: Market Cost Plus 11% |
| Saddles and Full Circle Clamps | 0% | Smith Blair Clamps style 226: Market Cost Plus 11% Smith Blair Saddles style 317 Market Cost Plus 11% Smith Blair Couplings style 421: Market Cost Plus 11% JCM Style 432: Market Cost Plus 11% Hymax: Market Cost Plus 11% Ford 202B style: Market Cost Plus 11% All are market cost plus current list price at time of order |
| Hydrants, Hydrant Parts and Accessories | 0% | Clow Hydrant: Market Cost Plus 11% Clow Repair Parts: Market Cost Plus 11% Clow extension kits: Market Cost Plus 11% All are market cost plus most current list price |
| Gate Valves and Check Valves | 0% | Clow: R/W 2-12" NRS: Market Cost Plus 11% Clow: R/W OS&Y 2"-12": Market Cost Plus 11% Clow R/W NRS 14"-24": Market Cost Plus 11% Clow Valve 4-12" Holiday Free: Market Cost Plus 11% Kennedy: RW Valves 2-12": Market Cost Plus 11% Kennedy Ken-Flex 4"-12" Check Valve Only: Market Cost Plus 11% Clow Check Valves 2-12" Horizontal Only: Market Cost Plus 11% Pratt BF Plug & Butterfly Valves: Market Cost Plus 11% at time of shipment Kennedy BF Valves: Market Cost Plus 11% Kennedy Swing Check Valve Only 2-12: Market Cost Plus 11% |
| C900 Pipe, C900 Fittings and Ferncos | 0% | Harco C 900 Fittings: Market Cost Plus 11% Multi Fittings C900 Pressure Rated: Market Cost Plus 11% Non Pressure rated: Market Cost Plus 11% Fernco Cat 1 & 2: Market Cost Plus 11% Fernco Cat 3L: Market Cost Plus 11% Fernco Cat 3 & 4E: Market Cost Plus 11% ADS, JM, NAPCO, Endot, all are Market Cost Plus 11% at time of shipment |

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on.

| Line Item | Description | Part Number * | Current Price * | Discount % from Item 1 * | Cost Plus Percentage from Item * | Final Item Price * |
|-----------|---|-----------------|-----------------|--------------------------|----------------------------------|--------------------|
| 1 | 6" DIP x 4" DIP Fernco | 1055-64 | \$13.1100 | N/A | Market Cost Plus 11% | \$14.5500 |
| 2 | 4" Kennedy Check Valve with Lever | 4F5382 | \$912.6300 | N/A | Market Cost Plus 11% | \$1,013.0200 |
| 3 | 6" MJ Ductile Iron Elbow / Epoxy Lined and Epoxy Coated | 6M9401T | \$356.0700 | N/A | Market Cost Plus 11% | \$395.2400 |
| 4 | 4" x 15" Full Circle Clamp / Range 4.95 - 5.35 | 72226050015000 | \$147.9900 | N/A | Market Cost Plus 11% | \$164.2700 |
| 5 | 54" Bury Hydrant / Red / 5 1/4" MAIN SEAT VALVE / (2) 2 1/2" PORTS (1) 4 1/2" PORT / MECHANICAL JOINT | 605546M3CLMEDLA | \$2,381.2900 | N/A | Market Cost Plus 11% | \$2,643.2300 |

Attachment B - Item 3

Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1.

***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****

| Instructions | Discount Percentage Off * | Cost Plus Percentage * |
|---|---------------------------|---|
| Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1. ***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. ***** | N/A | Due to the extensive scope of our supply Core & Main would like to offer Market Cost Plus 11% (except those noted below). This price encompasses any non listed manufacturers offered by our company. Please note that all packing, handling, shipping and delivery charges to the City of Boynton Beach are included. The following are offered at a different Market Cost Plus percentage: Charter Plastic 15%, Copper 12%, Buy Wholesale/EGW 20% |

After hours contact and warehouse location

Contact information in the event of an after hours emergency where supplies are needed. Such as a water main break.

| Line Item | Description | Information * |
|-----------|--|---|
| 1 | Contact Name | Javier Rezakhani |
| 2 | Contact Phone | 561-472-4693 |
| 3 | Email to place orders | javier.rezakhani@coreandmain.com |
| 4 | Location of Warehouse (Must be located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie County) | 1101 W. 17th Street Riviera Beach, FL 33404 |

Specifications

■ We will not be submitting for Specifications

| Number | New Column |
|--------|---|
| 1 | All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida – AND/OR – Warehouse 2, located at 124 E. Woolbright Road, Boynton Beach, Florida. |
| 2 | Bidder should state the model numbers of all items and accessories specified in this proposal. |
| 3 | Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation. Exceptions will be made based on market conditions. |
| 4 | Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases. |
| 5 | Award is anticipated to be on a primary, secondary, third and possibly fourth basis. |
| 6 | Bidder agrees that all items proposed are DOMESTIC manufactured. |
| 7 | Bidder agrees that the percent discount or cost plus percentage submitted applies to the Commodity Bid – Pipe Fittings and Accessories. In this instance, Pipe Fittings and Accessories encompass any and all similar and like items as individually listed. |
| 8 | The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood |
| 9 | Bidder agrees that all items proposed in this bid are domestically made. |
| 10 | Bidder agrees that all pipe fittings and accessories listed on the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry. |
| 11 | Bidder agrees to designate personnel for after hour emergencies. The personnel must be available 24 hours per day / 7 days per week throughout the duration of this contract. |
| 12 | Bidder attest that it has a warehouse located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties. Bidder acknowledges and understands that The City will only accept bids with vendors that have a warehouse located in these areas. |

References

| Line Item | Company * | Name * | Email * |
|-----------|----------------------------|----------------|----------------------------|
| 1 | Seacoast Utility Authority | Jessica Decker | jdecker@sua.com |
| 2 | Loxahatchee River District | Erin Kelty | erin.kelty@lrcd.org |
| 3 | Village of Wellington | Alan Friedman | afriedman@wellingtonfl.gov |

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - Bidder Qualification Statement_CoreMain2022.pdf - Thursday July 28, 2022 14:20:08
- [Anti-Kickback Affidavit](#) - Anti-Kickback Affidavit_CoreMain2022.pdf - Thursday July 28, 2022 14:20:48
- [Non-collusion Affidavit of Bidder](#) - NON COLLUSION AFFIDAVIT OF BIDDER_CoreMain2022.pdf - Thursday July 28, 2022 14:21:28
- [Certification Pursuant to Florida Statute § 287.135](#) - CERTIFICATION PURSUANT TO FLORIDA_CoreMain2022.pdf - Thursday July 28, 2022 14:22:04
- [Confirmation of Drug-Free Workplace](#) - CONFIRMATION OF DRUG FREE WORKPLACE_CoreMain2022.pdf - Thursday July 28, 2022 14:22:27
- [Confirmation of Minority Owned Business](#) - CONFIRMATION OF MINORITY OWNED BUSINESS_CoreMain2022.pdf - Thursday July 28, 2022 14:23:05
- [E-Verify](#) - E-Verify_CoreMain2022.pdf - Thursday July 28, 2022 14:23:17
- [Bidder Acknowledgement](#) - BIDDER ACKNOWLEDGEMENT_CoreMain2022.pdf - Thursday July 28, 2022 14:23:51
- [Local Business](#) - Riviera Beach, FL - Branch 39 - License 00696.1 - Exp 9.30.22.pdf - Thursday July 28, 2022 14:26:58
- [Palm Beach County Inspector General](#) - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Thursday July 28, 2022 14:24:52

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

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.

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.

I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Susan Reed, Municipal Sales Coordinator, Core & Main LP

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|-------|
| There have not been any addenda issued for this bid. | | |