



**Procurement Authorization Form**  
Budget & Finance /Purchasing Division

**PURCHASING USE ONLY**  
Solicitation No.: B-17-126

**PLEASE PRINT DOUBLE-SIDED**

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Water Meter Fittings and Water Line Accessories- #2011-12/22- City of Deerfield Beach

METHOD OF PROCUREMENT (mark the one that applies)

- Open Competitive Bidding    Sole Source    Single Source    Professional Services Agreement
- Exempt Purchases over \$25K    Co-Op Bid Number   #2011-12/22- City of Deerfield Beach
- Piggyback on Contract Number (including name of entity)   #2011-12/22- City of Deerfield Beach
- Request for Proposal/Qualification    Reverse Bid    Pre-Qualified Pool Contractors

Funds pre-encumbered by Requisition No. (If no vendor use Vendor No. 9924 Out to Bid) N/A

Account #1 400.60.145.533-54614 Account #2 400.60.148.535-54614 Account #3 \_\_\_\_\_

Amount #1 \_\_\_\_\_ Amount #2 \_\_\_\_\_ Amount #3 \_\_\_\_\_

**CONTACT INFORMATION**

Dept. Utilities Name: Elena Muniz Phone: 954-327-3747

1. Estimated Budgeted Amount \$ \_\_\_\_\_ or  Dependent on usage within established budget.

**NUMBERS 2-17 ONLY APPLY FOR BIDS/RFP/RFQ**

2. Advertisement Period: \_\_\_\_\_ days. All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days.

3. Project Location: \_\_\_\_\_

4. Is this project Grant related? Yes  No  Funding Agency: \_\_\_\_\_

If yes, provide Grant special requirements \_\_\_\_\_

5. Substantial Completion of project shall be in \_\_\_\_\_ calendar days after Notice to Proceed.

Final Completion of project shall be in \_\_\_\_\_ calendar days after Substantial Completion.

6. Do you want to require Liquidated Damages? Yes  No  If yes, how much per day? \_\_\_\_\_

7. List Special licenses/certifications vendors are required to have \_\_\_\_\_

8. Do you want a Pre-bid meeting? Yes  No  if yes, do you want it to be Mandatory? Yes  No

AS  
4-28-17

9. Do you want a **Site Visit**? Yes  No  if yes, do you want it to be **Mandatory**? Yes  No

10. Is there an **Outside entity** assisting with this bid (ex: Architect, engineer, consultant) Yes  No

If yes, provide Entity Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

11. Are there **Plans** associated with this bid? Yes  No  (Purchasing will need 1 electronic copy)

If yes, have they been reviewed by Engineering and the Building Division? Yes  No

12. Does this bid work in conjunction with or will it **impact any other Dept?** Yes  No  (Example; is this request IT related?)

If yes, provide Department(s)/Division(s) name: \_\_\_\_\_

If yes, the listed Department Head(s) will also need to review the specifications and sign this form in additional area's provide below;

13. **Project/Contract Manager** (in-house):

Name: \_\_\_\_\_ Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

14. **Suggested Review Committee Members:** (For RFP's Only!)

A. \_\_\_\_\_ C. \_\_\_\_\_

B. \_\_\_\_\_

15. **Vendor(s)** to send packet to: (email addresses are required)

A. \_\_\_\_\_

16. Has this type of solicitation been done before: Yes  Bid/RFP/RFQ Number \_\_\_\_\_ No  Unknown?

17. Does the Award of this solicitation need to be approved by another body (FDOT, LAP, and CDBG etc.) before submitting item for Town Council approval? Yes  No

18. Authorization: (per section 12, if additional Departments/Divisions are involved please have them sign below as well)

Department Director Approval: (Print) Don Bayler (Signature) [Signature] Date: 4/25/17

Department Director Approval: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Approval: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Approval: (Print) Macciano Lewis (Signature) [Signature] Date: 5/1/17

Finance Director Approval: (Print) Willi AL (Signature) [Signature] Date: 5/1/17

Procurement Manager Approval: (Print) [Signature] (Signature) [Signature] Date: 5/28/17

Town Administrator Approval: (Print) Richard J. Lemack (Signature) [Signature] Date: 5/4/17



**PIGGYBACK &  
COOPERATIVE BID CHECKLIST**

Agency Contract # 2011-12/22

Vendor Name Ferguson, HD Supply, Fortline Waterworks, Lehman Pipe & Plumbing

Please check boxes when completed.

Click on blue links below to access required forms:

- 1. Lead agency or bid awarded by City of Deerfield Beach
- 2. Date of award 10/16/2012 ✓
- 3. Date of expiration 10/31/2017 ✓
- 4. Date of last renewal 11/1/2017 ✓
- 5. Number of renewals left 1 ✓
- 6. Copy of bid & award documents attached
- 7. Requested item same as awarded item
- 8. Approved Procurement Authorization attached
- 9. W-9 Document and Bidder Disclosure Form attached
- 10. Piggyback Agreement attached \*
- 11. Proposed Town of Davie resolution attached (sample resolution)
- 12. Justification

The Town of Davie Utilities Department is in need of Water Meter Fittings and Water Line Accessories. The Town is part of the Southeast Florida Government Purchasing Cooperative Group and a participant of this bid with Deerfield Beach.

**12. Benefit to the Town**

The ability to use this bid will allow the Town a better price reduction on products and service with the awarded vendors of this bid.

Completed by: Elena Muniz

\*Piggyback agreement requirement may be waived by the Procurement Manager on a case-by-case basis.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT FOR WATER METER FITTINGS AND WATER LINE ACCESSORIES, SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP BID (#2011-12/22); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie Utilities Department, is in need of Water Meter Fittings and Water Line Accessories for water distribution and wastewater collection system repairs; and

WHEREAS, the City of Deerfield Beach, Florida, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, solicited sealed bids for Water Meter Fittings and Water Line Accessories; and

WHEREAS, the City of Deerfield Beach, Florida, awarded a contract for these items to multiple vendors: and

WHEREAS, after review, the Town Council wishes to approve the use of the contract for Water Meter Fittings and Water Line Accessories awarded by the City of Deerfield Beach, Florida (Bid #2011-12/22).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby approves the use of the contract for Water Meter Fittings and Water Line Accessories awarded by the City of Deerfield Beach, Florida (Southeast Florida Governmental Purchasing Cooperative Group Bid #2011-12/22).

SECTION 2. This is the second renewal of the contract awarded on November 1, 2012. The current renewal expires on October 31, 2017. There is one (1) additional one (1) year renewal option available. Contract extensions will be handled administratively.

SECTION 3. The Town Council hereby authorizes the expenditure from the Utilities Department Repairs & Maintenance accounts for both Water and Wastewater. Expenditure is dependent on usage and within established budget.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Fortillne, inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>7025 Northwinds Drive NW</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Concord, NC 28027</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
57   0819190

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/4/12
-----------	----------------------------	---------------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Town of Davie Vendor/Bidder Disclosure

I, Jason Painter, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Fortiline Inc.  
 Address: 7025 Northwinds Dr NW  
Concord, NC 28027  
 FEIN 57-0819190  
 State and date of incorporation SC - 1986


### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Michael J. Swedick II</u>	<u>107 Cherry Bark Dr. <sup>Mooresville</sup> NC 28117</u>	<u>0 %</u>
<u>James B. Cagle Jr</u>	<u>9603 Sunset Grove Dr. <sup>Huntersville,</sup> NC 28078</u>	<u>0 %</u>
<u>Jason S. Painter</u>	<u>6020 Glen Manor Dr. <sup>Chitt</sup> NC 28269</u>	<u>0 %</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address
<u>N/A</u>	

By:   
Signature of Affiant  
Jason Painter  
Print Name

Date: 4/25/2017

SUBSCRIBED AND SWORN TO or affirmed before me this 25 day of April 2017, by JASON PAINTER, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

Elizabeth H Williams  
Notary Public, State of ~~Florida~~ NC at Large  
Elizabeth H. Williams  
Print or Stamp of Notary



19990400246  
Serial Number

My Commission Expires: 05-09-2019





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Profit Corporation

FORTILINE, INC.

### Filing Information

<b>Document Number</b>	F10000004477
<b>FEI/EIN Number</b>	57-0819190
<b>Date Filed</b>	10/04/2010
<b>State</b>	SC
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	06/07/2012
<b>Event Effective Date</b>	NONE

### Principal Address

7025 NORTHWINDS DR NW  
CONCORD, NC 20827

Changed: 04/30/2012

### Mailing Address

7025 NORTHWINDS DR NW  
CONCORD, NC 20827

Changed: 04/30/2012

### Registered Agent Name & Address

NATIONAL CORPORATE RESEARCH,LTD.,INC.  
115 North Calhoun St.  
Suite 4  
Tallahassee, FL 32301

Name Changed: 08/26/2011

Address Changed: 07/07/2015

### Officer/Director Detail

#### **Name & Address**

Title SECRETARY, TREASURER

PAINTER, JASON

7025 NORTHWINDS DR NW  
CONCORD, NC 20827

Title President

Swedick, Mike  
7025 Northwinds Drive NW  
Concord, NC 28027-3334

Title Director

Feinblum, Kevin  
MORSCO  
100 East 15th Street, Suite 200  
Fort Worth, TX 76102

Title Director

Perez de la Mesa, Manual  
MORSCO  
100 East 15th Street, Suite 200  
Fort Worth, TX 76102

Title Director

Clark, Wes  
MORSCO  
100 East 15th Street, Suite 200  
Fort Worth, TX 76102

Title Director

Hoffmeister, Stephen  
MORSCO  
100 East 15th Street, Suite 200  
Fort Worth, TX 76102

Title VP

Cagle, Ben  
7025 NORTHWINDS DR NW  
CONCORD, NC 20827

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2015	04/28/2015
2016	04/20/2016
2017	04/21/2017

#### Document Images

[04/21/2017 -- ANNUAL REPORT](#) [View image in PDF format](#)

[04/20/2016 -- ANNUAL REPORT](#) [View image in PDF format](#)

<a href="#">04/28/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/07/2012 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/26/2011 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/13/2010 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">10/04/2010 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

# Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)  
**HD SUPPLY WATERWORKS, LTD**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions)  
 Exempt payee code (if any) X  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**3100 CUMBERLAND BLVD, SUITE 1700**

City, state, and ZIP code  
**ATLANTA, GA 30339**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number  
**03-0550887**

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here  
Signature of U.S. person ▶ *Jeffrey Monday*

Date **February 12, 2014**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**Town of Davie  
Vendor/Bidder Disclosure**

I, Lynn Roncska, being first duly sworn state that:  
The full legal name and business address of the person(s) or entity contracting with the  
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: HD Supply Waterworks, Ltd.

Address: 4310 NW 10<sup>th</sup> Avenue

Oakland Park, FL 33309

FEIN 03-0550887

State and date of <sup>formation</sup> incorporation: Florida - November 22, 2004

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
-----------------	---------	-----------

%

%

%

%

*See Attached  
Ownership Structure*

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name      Address

*None*

By: *[Signature]*      Date: 4-18-17  
Signature of Affiant

Lynn Roncska  
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 18<sup>th</sup> day of April 2017, by Lynn Roncska, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

*[Signature]*

Notary Public, State of Florida at Large

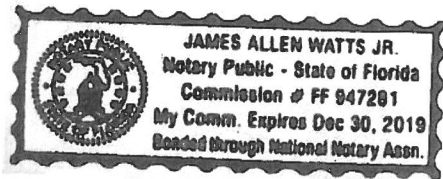
James Allen Watts, Jr.

Print or Stamp of Notary

FF 947281

Serial Number

My Commission Expires: Dec. 30, 2019



**HD Supply Waterworks, Ltd., a Florida limited partnership**

**Ownership Structure**

**Partners of HD Supply Waterworks, Ltd.:**

HD Supply GP & Management, Inc. – General Partner

HD Supply Waterworks Group, Inc. – Limited Partner

HD Supply Holdings, LLC – Limited Partner

<b>LEGAL ENTITY</b>	<b>HOLDING COMPANY/OPERATING ENTITY WHAT IT OWNS</b>
HD Supply Waterworks, Ltd.	Operating Entity Owns no other entities
HD Supply GP & Management, Inc. 3100 Cumberland Blvd, Ste. 1700 Atlanta, GA 30339	Holding Company Owns 1% of HD Supply Waterworks, Ltd.
HD Supply Waterworks Group, Inc. 3100 Cumberland Blvd., Ste. 1700 Atlanta, GA 30339	Holding Company Owns 44.7706% of HD Supply Waterworks, Ltd.
HD Supply Holdings, LLC 3100 Cumberland Blvd, Ste. 1700 Atlanta, GA 30339	Holding Company Owns 54.2294% of HD Supply Waterworks, Ltd. Owns 100% of HD Supply Waterworks Group, Inc. Owns 100% of HD Supply GP & Management, Inc.
HD Supply, Inc. 3100 Cumberland Blvd, Ste. 1700 Atlanta, GA 30339	Operating Entity Owns 100% of HD Supply Holdings, LLC
HDS Holding Corporation 3100 Cumberland Blvd, Ste. 1700 Atlanta, GA 30339	Holding Company Owns 100% of HD Supply, Inc.
HD Supply Holdings, Inc. 3100 Cumberland Blvd, Ste. 1700 Atlanta, GA 30339	Holding Company Publicly traded on NASDAQ under ticker symbol HDS Owns 100% of HD Supply Holding Corporation

**Affiliates of HD Supply Waterworks, Ltd.:**

HD Supply Construction Supply, Ltd.

HD Supply Facilities Maintenance, Ltd.

Additional information may be found at [www.sec.gov](http://www.sec.gov)

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return To List](#)

[Events](#)   [Name History](#)

### Detail by FEI/EIN Number

#### Florida Limited Partnership

HD SUPPLY WATERWORKS, LTD.

#### Filing Information

**Document Number** A04000001840  
**FEI/EIN Number** 030550887  
**Date Filed** 11/22/2004  
**State** FL  
**Status** ACTIVE  
**Last Event** LP AMENDMENT  
**Event Date Filed** 09/30/2009  
**Event Effective Date** NONE

#### Principal Address

3100 CUMBERLAND BOULEVARD  
SUITE 1700  
ATLANTA GA 30339 US

Changed 03/17/2010

#### Mailing Address

3100 CUMBERLAND BLVD., SUITE 1700  
ATLANTA GA 30339 US

Changed 03/17/2010

#### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
11380 PROSPERITY FARMS ROAD #221E  
PALM BEACH GARDENS FL 33410 US

Name Changed: 12/05/2007

Address Changed: 12/05/2007

#### General Partner Detail

##### Name & Address

Document Number F04000001125

HD SUPPLY GP & MANAGEMENT, INC.  
3100 CUMBERLAND BLVD., SUITE 1700  
ATLANTA GA 30339

#### Annual Reports

##### Report Year Filed Date

2010      03/17/2010  
2011      04/27/2011  
2012      05/01/2012

#### Document Images

- [05/01/2012 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [04/27/2011 -- ANNUAL REPORT](#) [View image in PDF format](#)
- [03/17/2010 -- ANNUAL REPORT](#)



<a href="#">09/30/2009 -- LP Amendment</a>	<a href="#">View Image in PDF format</a>
<a href="#">04/29/2009 -- ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">04/29/2008 -- ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">12/05/2007 -- Reg. Agent Change</a>	<a href="#">View Image in PDF format</a>
<a href="#">05/05/2007 -- ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">10/25/2006 -- LP Name Change</a>	<a href="#">View Image in PDF format</a>
<a href="#">05/22/2006 -- ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">06/03/2005 -- Contribution Change</a>	<a href="#">View Image in PDF format</a>
<a href="#">05/23/2005 -- ANNUAL REPORT</a>	<a href="#">View Image in PDF format</a>
<a href="#">12/22/2004 -- Merger</a>	<a href="#">View Image in PDF format</a>
<a href="#">11/22/2004 -- Domestic LP</a>	<a href="#">View Image in PDF format</a>

**Note:** This is not official record. See documents if question or conflict.

[Previous on List](#)   [Next on List](#)   [Return To List](#)  
[Events](#)   [Name History](#)

[Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright © and Privacy Policies  
State of Florida, Department of State



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Partnership  
HD SUPPLY WATERWORKS, LTD.

### Filing Information

<b>Document Number</b>	A04000001840
<b>FEI/EIN Number</b>	03-0550887
<b>Date Filed</b>	11/22/2004
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LP AMENDMENT
<b>Event Date Filed</b>	09/30/2009
<b>Event Effective Date</b>	NONE

### Principal Address

3100 CUMBERLAND BOULEVARD  
SUITE 1700  
ATLANTA, GA 30339

Changed: 03/17/2010

### Mailing Address

3100 CUMBERLAND BLVD., SUITE 1700  
ATLANTA, GA 30339

Changed: 03/17/2010

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

Name Changed: 10/21/2016

Address Changed: 10/21/2016

### General Partner Detail

#### **Name & Address**

Document Number F04000001125

HD SUPPLY GP & MANAGEMENT, INC.  
3100 CUMBERLAND BOULEVARD

SUITE 1700  
ATLANTA, GA 30339

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2014	05/01/2014
2015	05/01/2015
2016	04/29/2016

### Document Images

<a href="#">10/21/2016 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">04/29/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/17/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/30/2009 -- LP Amendment</a>	View image in PDF format
<a href="#">04/29/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/29/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/05/2007 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">05/05/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/25/2006 -- LP Name Change</a>	View image in PDF format
<a href="#">05/22/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/03/2005 -- Contribution Change</a>	View image in PDF format
<a href="#">05/23/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">12/22/2004 -- Merger</a>	View image in PDF format
<a href="#">11/22/2004 -- Domestic LP</a>	View image in PDF format

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Lehman Pipe and Plumbing Supply, Inc.**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
 Other (see instructions) ▶

Exempt  
payee

Address (number, street, and apt. or suite no.)

**230 NW 29th Street**

City, state, and ZIP code

**Miami, FL 33127**

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
: :  
: :

OR

Employer identification number  
**59 : 0576183**

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

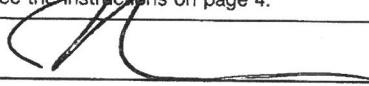
Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶



Date ▶ **04/12/17**

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

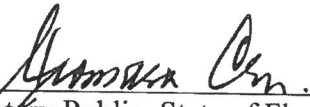
Full Legal Name	Address
N/A	_____
_____	_____
_____	_____
_____	_____

By:   
Signature of Affiant

Date: 04/12/17

Joshua Aberman  
Print Name

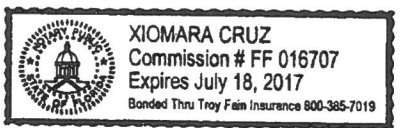
SUBSCRIBED AND SWORN TO or affirmed before me this 12th day of April 2017, by \_\_\_\_\_, he/she is personally known to me or has presented \_\_\_\_\_ as identification.

  
Notary Public, State of Florida at Large

XIOMARA CRUZ  
Print or Stamp of Notary

FF016707  
Serial Number

My Commission Expires : 7/18/17





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation

LEHMAN PIPE AND PLUMBING SUPPLY INC.

### Filing Information

**Document Number** 153335  
**FEI/EIN Number** 59-0576183  
**Date Filed** 12/08/1947  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 10/26/2012  
**Event Effective Date** NONE

### Principal Address

DENNIS LEHMAN  
230 N W 29TH ST  
MIAMI, FL 33127

Changed: 01/23/2009

### Mailing Address

DENNIS LEHMAN  
230 N W 29TH ST  
MIAMI, FL 33127

Changed: 01/23/2009

### Registered Agent Name & Address

LEHMAN, DENNIS PRES  
230 NW 29TH ST  
MIAMI, FL 33137

Name Changed: 01/23/2009

### Officer/Director Detail

#### **Name & Address**

Title PD

LEHMAN, DENNIS PRES  
230 NW 29th Street  
MIAMI, FL 33127

## Title STD

LEHMAN, HEIDI  
230 NW 29 STREET  
MIAMI, FL 33127

## Title Other, EXECUTIVE VICE PRESIDENT

Aberman, Joshua J  
230 NW 29 Street  
Miami, FL 33127

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2015	03/02/2015
2016	03/11/2016
2017	03/03/2017

**Document Images**

<a href="#">03/03/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/11/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/01/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/26/2012 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/29/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/25/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/04/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>FERGUSON ENTERPRISES, INC.</b>	
	Business name/disregarded entity name, if different from above <b>See attached list of DBA names utilized by Ferguson Enterprises, Inc.</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>12500 Jefferson Avenue</b> City, state, and ZIP code <b>Newport News, VA 23602</b>	Requester's name and address (optional)
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-		-				
--	--	--	---	--	---	--	--	--	--

**Employer identification number**

5	4	-	1	2	1	1	7	7	1
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Thomas Carmine J</i>	Date ▶ <i>7/13/12</i>
-----------	--	-----------------------

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Ferguson Enterprises, Inc. utilizes the following DBA names:**

<u>Entity Name</u>	<u>TAX ID NO</u>
Air Cold Supply	54-1211771
Air Cold Supply/Webb Distributors	54-1211771
Camellia Valley Supply	54-1211771
Castle Supply Company	54-1211771
CFP	54-1211771
Cline Contract Sales	54-1211771
Crow Company	54-1211771
D & C Plumbing & Heating Supply	54-1211771
Davies Water	54-1211771
Distribution Central, Inc.	54-1211771
E & J Plumbing & Heating Supply Co.	54-1211771
Economy Plumbing and Heating Supply Co.	54-1211771
Ferguson Bath Kitchen and Lighting Gallery	54-1211771
Ferguson.com	54-1211771
Ferguson Enterprises of Montana, Inc.	54-1211771
Ferguson Enterprises of Virginia, Inc.	54-1211771
Ferguson Enterprises, Inc.	54-1211771
Ferguson Enterprises, Inc. of Virginia	54-1211771
Ferguson Heating & Cooling	54-1211771
Ferguson Hospitality Sales	54-1211771
Ferguson Industrial Plastics and Pump Division	54-1211771
Ferguson Integrated Services	54-1211771
Ferguson International	54-1211771
Ferguson Valve & Automation	54-1211771
Ferguson Waterworks	54-1211771
Ferguson Waterworks - Municipal Pipe	54-1211771
Ferguson Waterworks - Red Hed	54-1211771
Ferguson Waterworks EPPCO	54-1211771
Ferguson Waterworks International	54-1211771
Frischkorn, Inc.	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771
Groeniger & Company	54-1211771
Gulf Refrigeration Supply	54-1211771

<u>Entity Name</u>	<u>TAX ID NO</u>
Industrial Hub of the Carolinas	54-1211771
J.D. Daddario Company	54-1211771
Lane Piping Co.	54-1211771
Lawrence Plumbing Supply Co.	54-1211771
Lincoln Products	54-1211771
Linwood Pipe and Supply	54-1211771
Louisiana Utilities Supply Company	54-1211771
LUSCO	54-1211771
Lyon Conklin & Co., Inc.	54-1211771
Mastercraft Cabinets	54-1211771
Mississippi Utility Supply Co. (MUSCO)	54-1211771
Park Supply	54-1211771
Pipe Products	54-1211771
PL Sourcing, Inc.	54-1211771
Plumb Source	54-1211771
Plumbing Décor	54-1211771
Professional's Bath Source	54-1211771
Reese Kitchen, Bath & Lighting Gallery	54-1211771
SG Supply Co.	54-1211771
SOS Sales	54-1211771
Supply North Central Group	54-1211771
Tarpon Wholesale Supplies	54-1211771
The Parnell-Martin Companies	54-1211771
The Stock Market	54-1211771
Wagner Plumbing & Heating Supply Company	54-1211771
Webb Distributors	54-1211771
Wolseley Financial Services	54-1211771
Wolseley Industrial Group	54-1211771
Wolseley North American Services	54-1211771

**FERGUSON ENTERPRISES, INC.  
STANDARD CREDIT INFORMATION**

**CORPORATE OFFICERS:**

Frank W. Roach, CEO  
Dave L. Keltner, CFO  
William S. Brundage, VP of Finance  
Terry E. Hall, Senior VP

**PRINCIPAL BUSINESS ACTIVITY:**

Wholesale distributor of plumbing, heating, pipe valve and fittings, HVAC, waterworks and industrial products.

**SIC Code:**

5074, 5085, 5075, 5064, 5051, 5084, 3089

**FEDERAL TAX NUMBER:**

54-1211771

**DUN'S NUMBER:**

00-895-5171

**BANK REFERENCES****Wachovia/Wells Fargo Bank**

Phone 540-563-7323 opt 1  
Fax 704-427-2477  
Account # 205000378913

**Bank of America**

Phone 803-832-7770 opt 2  
Fax 1-900-733-2467 for same day response:  
Requests in prior to 3pm EST  
(\$25 charge to requester's phone bill)  
Fax 1-900-733-5100 for 3 business day response  
(\$10 charge to requester's phone bill)  
Account # 3752290835

**TRADE REFERENCES:**

American Brass & Iron  
Attn: Credit Manager  
7825 San Leandro St  
Oakland, CA 94621  
Phone 800-468-4766  
Fax 510-632-8035

Moen Faucet  
Attn: Credit  
25300 Al Moen Dr  
North Olmstead, OH  
44070-8022  
Fax confirms preferred  
800-718-6636

Nibco  
P.O. Box 1167  
Elkhart, IN 46515  
574-295-3000 Phone  
Fax 574-295-3307

Charlotte Pipe &  
Foundry  
P.O. Box 35430  
Charlotte, NC 28235  
800-438-6091 Phone  
Fax 800-553-1605

***Written Confirmations  
Only:***

Kohler Company  
Attn: Credit References  
444 Highland Drive  
Kohler, WI 53044

Delta Faucet  
Attn: Diana Theurer  
55 E 111 Street  
Indianapolis, IN 46280

**2012 LIMITED PARTNERSHIP ANNUAL REPORT**

**DOCUMENT# A04000001840**

**FILED  
May 01, 2012  
Secretary of State**

**Entity Name:** HD SUPPLY WATERWORKS, LTD.

**Current Principal Place of Business:**

3100 CUMBERLAND BOULEVARD  
SUITE 1700  
ATLANTA, GA 30339 US

**New Principal Place of Business:**

**Current Mailing Address:**

3100 CUMBERLAND BLVD., SUITE 1700  
ATLANTA, GA 30339 US

**New Mailing Address:**

**FEI Number:** 03-0550887

**FEI Number Applied For ( )**

**FEI Number Not Applicable ( )**

**Certificate of Status Desired ( )**

**Name and Address of Current Registered Agent:**

CORPORATE CREATIONS NETWORK, INC.  
11380 PROSPERITY FARMS ROAD #221E  
PALM BEACH GARDENS, FL 33410 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**GENERAL PARTNER INFORMATION:**

**Document #:** F04000001125  
**Name:** HD SUPPLY GP & MANAGEMENT, INC.  
**Address:** 3100 CUMBERLAND BLVD., SUITE 1700  
**City-St-Zip:** ATLANTA, GA 30339

**ADDRESS CHANGES ONLY:**

**Address:**  
**City-St-Zip:**

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a General Partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes.

**SIGNATURE:** RICARDO NUNEZ, V/S OF MGR

MGR

05/01/2012

\_\_\_\_\_  
Electronic Signature of Signing General Partner

\_\_\_\_\_  
Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Foreign Profit Corporation  
FERGUSON ENTERPRISES, INC.

### Filing Information

<b>Document Number</b>	855377
<b>FEI/EIN Number</b>	54-1211771
<b>Date Filed</b>	01/31/1983
<b>State</b>	VA
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	11/19/2008
<b>Event Effective Date</b>	11/30/2008

### Principal Address

12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Changed: 03/12/2008

### Mailing Address

P.O. BOX 2778  
NEWPORT NEWS, VA 23602

Changed: 04/03/2017

### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.  
11380 PROSPERITY FARMS ROAD #221E  
PALM BEACH GARDENS, FL 33410

Name Changed: 04/03/2017

Address Changed: 04/03/2017

### Officer/Director Detail

#### **Name & Address**

Title Treasurer, Director

KELTNER, DAVID L  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title President, Director, CEO

ROACH, FRANK W  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director, COO

MURPHY, KEVIN M  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

CROSS , JAMES K  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

WILCOX , JOHN L  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

VANDERVENNET , KEITH D  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director, Senior Vice President & Secretary, Chief Legal Officer

LEMERE , MARY ANN G  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

PETOCK , STEVEN D  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

GROSSLIGHT , STEVEN F  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

Title Director

ROZNOWSKI , STEVEN M  
12500 JEFFERSON AVENUE  
NEWPORT NEWS, VA 23602

NEWPORT NEWS, VA 23602

Title Director

RUSSELL , W. SCOTT  
 12500 JEFFERSON AVENUE  
 NEWPORT NEWS, VA 23602

Title Assistant Secretary

Gallo, Eric A.  
 12500 JEFFERSON AVENUE  
 NEWPORT NEWS, VA 23602

Title Assistant Secretary

Meeker, David N.  
 12500 JEFFERSON AVENUE  
 NEWPORT NEWS, VA 23602

Title CFO, Director

Brundage, William S.  
 12500 JEFFERSON AVENUE  
 NEWPORT NEWS, VA 23602

Title Assistant Secretary

Blankinship, John R.  
 12500 JEFFERSON AVENUE  
 NEWPORT NEWS, VA 23602

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2016	04/21/2016
2016	10/21/2016
2017	04/26/2017

**Document Images**

<a href="#">04/26/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2017 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">12/01/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/21/2016 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/21/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/13/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/28/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">04/27/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/19/2008 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/27/2006 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/12/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2001 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>





## Southeast Florida Governmental Purchasing Cooperative Group

### CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SE FL Florida Website Coop Contract page.

**BID/RFP NO.:** #2011-12/22  
**DESCRIPTION/TITLE:** Water Meter Fittings and Water Line Accessories  
**CONTRACT TERM:** Starts: November 1, 2016 Ends: October 31, 2017 (Renewal 2 of 3)  
**OPTIONS OF CONTRACT:** One (1) Additional One (1) year  
(Number of renewals)

---

#### SECTION #1 - VENDOR AWARD

**Vendor Name:** Ferguson Enterprises, Inc.  
**Vendor Address:** 1950 NW 18<sup>th</sup> St., Pompano Beach, FL 33069  
**Contact:** Drew Petonick, Outside Sales  
**Phone:** 954-973-8100 **Fax:** 954-917-3134  
**Email Address:** [drew.petonick@ferguson.com](mailto:drew.petonick@ferguson.com)

**Vendor Name:** Fortiline Waterworks, Inc.  
**Vendor Address:** 8920 SW Glades Cut-Off Rd., Port St. Lucie, FL 34986  
**Contact:** Greg Panasuk, Municipal Sales  
**Phone:** 772-408-1960 **Fax:** 772-408-1963  
**Email Address:** [greg.panasuk@fortiline.com](mailto:greg.panasuk@fortiline.com)

**Vendor Name:** HD Supply Waterworks, LTD.  
**Vendor Address:** 4310 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309  
**Contact:** Susan Helms, Municipal Sales Coordinator  
**Phone:** 954-772-7343 **Fax:** 954-772-0443  
**Email Address:** [susan.helms@hdsupply.com](mailto:susan.helms@hdsupply.com)

**Vendor Name:** Lehman Pipe & Plumbing  
**Vendor Address:** 230 NW 29<sup>th</sup> Street, Miami, FL 33127  
**Contact:** Josh Aberman, Executive VP  
**Phone:** 305-576-3054 **Fax:** 305-576-3066  
**Email Address:** [josh@lehmanpipe.com](mailto:josh@lehmanpipe.com)

---

**SECTION #2 – AWARD/BACKGROUND INFORMATION**

<b>Award Date:</b>	<b>October 16, 2012</b>	<b>Resolution/Agenda Item No.:</b>	<b>2012/197</b>
<b>1<sup>st</sup> Renewal Award</b>	<b>November 3, 2015</b>	<b>Resolution/Agenda Item No.:</b>	<b>2015/216</b>
<b>2<sup>nd</sup> Renewal Award</b>	<b>November 1, 2016</b>	<b>Resolution/Agenda Item No.:</b>	<b>2016/211</b>
<b>Insurance Required:</b>	<b>Yes</b>		
<b>Performance Bond Required:</b>	<b>No</b>		

---

**SECTION #3 - LEAD AGENCY**

<b>Agency Name:</b>	<b>City of Deerfield Beach</b>		
<b>Agency Address:</b>	<b>401 SW 4<sup>th</sup> Street, Deerfield Beach, FL 33441</b>		
<b>Agency Contact:</b>	<b>Christine Miller, Senior Buyer</b>		
<b>Telephone:</b>	<b>954-480-4415</b>	<b>Facsimile:</b>	<b>954-480-4388</b>
<b>Email:</b>	<b>cdmiller@deerfield-beach.com</b>		

RESOLUTION NO. 2016/211

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING ONE YEAR RENEWALS OF CONTRACT ITB #2011-12/22 WITH FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., HD SUPPLY WATERWORKS LTD, LEHMAN PIPE AND SUPPLY, INC. FOR WATER METER FITTINGS AND WATER LINE ACCESSORIES FOR THE AMOUNTS APPROPRIATED IN THE CURRENT YEAR'S BUDGET**

**WHEREAS**, the City currently utilizes the contract to purchase Water Meter Fittings and Water Line Accessories for the Utilities Maintenance Division; and

**WHEREAS**, this is a cooperative contract with other participating governmental agencies, in which the City of Deerfield Beach is the lead agency; and

**WHEREAS**, the initial contract terms were for three (3) years, beginning on November 1, 2012 and ending on October 31, 2015; and

**WHEREAS**, the terms and conditions of the contracts provided for three (3) additional one (1) year renewal options; and

**WHEREAS**, the City wishes to exercise the right to extend the contracts for the second (2<sup>nd</sup>) of the three (3) renewal periods; and

**WHEREAS**, the term of the second (2<sup>nd</sup>) contract renewals are for one (1) year, beginning November 1, 2016 and ending October 31, 2017; and

**WHEREAS**, Staff recommends that the City Commission approve one (1) year renewals of the contracts for Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks LTD, Lehman Pipe and Supply, Inc.;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** The City Commission does hereby approve renewals of the contracts with Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks LTD, Lehman Pipe and Supply, Inc. for the purchase of Water Meter Fittings and Water Line Accessories for the Utilities Maintenance Division for the amount appropriated in the current year's budget. The City Manager is delegated the authority to execute the attached contract renewal documents for the second renewal period. The City Manager is hereby authorized to take any actions necessary to implement the renewal of ITB #2011-12/22 contracts including the approval and execution of any

renewal terms, provided that funding has been approved in the applicable fiscal year budget by the City Commission.

**Section 3.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF NOVEMBER, 2016.

  
\_\_\_\_\_  
JEAN M. ROBB, MAYOR

ATTEST:

  
\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

Deerfield/Resolutions/Purchasing/SE Coop/Water Meter Fittings ITB#2011-12-22 2nd renewal

**CONTRACT RENEWAL**

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FORTILINE WATERWORKS, INC. (CONTRACTOR), as follows

**WITNESSETH:**

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2011-12/22; and

**WHEREAS**, the initial CONTRACT term is three (3) years, beginning November 1, 2012 and expiring October 31, 2015; and

**WHEREAS**, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

**WHEREAS**, the CITY is exercising the right to extend the contract for the second (2<sup>nd</sup>) of the three (3) renewal periods; and

**WHEREAS**, renewal of the CONTRACT is in the best interest of the City;

**NOW THEREFORE**, be it agreed by and between the parties as follows:

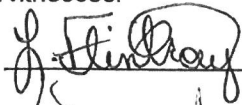
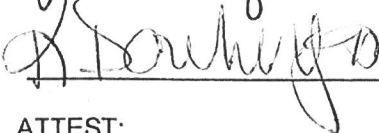
**Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.

**Section 2.** The contract renewal term shall begin on November 1, 2016 and will expire on October 31, 2017, (one (1) renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

**Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:


  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF DEERFIELD BEACH**

By:   
\_\_\_\_\_  
BURGESS HANSON, CITY MANAGER

Date: 11/15/16

ATTEST:

  
\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Jason Jantner  
(Secretary)

(Corporate Seal)



Fortiline, Inc  
(Name of Corporation)

By Ben Gk  
(Signature)

Ben Cagle VP  
(Type Name/Title Signed Above)

8<sup>th</sup> day of August, 2016.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name Signed Above)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

**CONTRACT RENEWAL**

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and HD SUPPLY WATERWORKS, LTD (CONTRACTOR), as follows

**WITNESSETH:**

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2011-12/22; and

**WHEREAS**, the initial CONTRACT term is three (3) years, beginning November 1, 2012 and expiring October 31, 2015; and

**WHEREAS**, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

**WHEREAS**, the CITY is exercising the right to extend the contract for the second (2<sup>nd</sup>) of the three (3) renewal periods; and

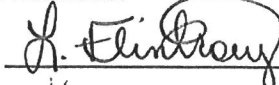
**WHEREAS**, renewal of the CONTRACT is in the best interest of the City;

**NOW THEREFORE**, be it agreed by and between the parties as follows:

- Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.
- Section 2.** The contract renewal term shall begin on November 1, 2016 and will expire on October 31, 2017, (one (1) renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.
- Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

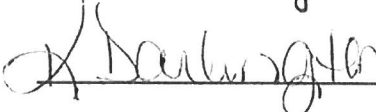
Witnesses:

  
\_\_\_\_\_

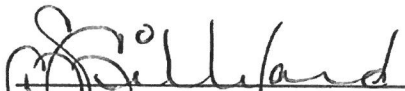
**CITY OF DEERFIELD BEACH**

By:   
\_\_\_\_\_ **BURGESS HANSON, CITY MANAGER**

Date: 11/15/16

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_ **Samantha Gillyard, CMC, City Clerk**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_ **ANDREW S. MAURODIS, CITY ATTORNEY**

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.**

[If incorporated sign below.]

CONTRACTOR

ATTEST:

\_\_\_\_\_

(Secretary)

\_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
(Name of Corporation)

By \_\_\_\_\_  
(Signature)

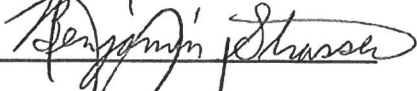
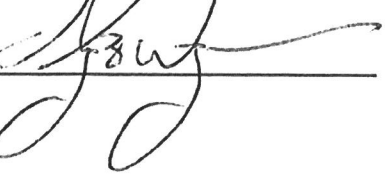
\_\_\_\_\_  
(Type Name/Title Signed Above)

\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

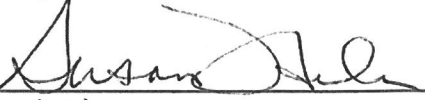
[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

HD Supply Waterworks, Ltd.  
\_\_\_\_\_  
(Name)

By   
(Signature)

Susan Helms, Municipal Sales Coordinator (Agent)  
\_\_\_\_\_  
(Type Name Signed Above)

2<sup>nd</sup> day of August, 20 16.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



**CONTRACT RENEWAL**

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and LEHMAN PIPE AND PLUMBING SUPPLY, INC. (CONTRACTOR), as follows

**WITNESSETH:**

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2011-12/22; and

**WHEREAS**, the initial CONTRACT term is three (3) years, beginning November 1, 2012 and expiring October 31, 2015; and

**WHEREAS**, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

**WHEREAS**, the CITY is exercising the right to extend the contract for the second (2<sup>nd</sup>) of the three (3) renewal periods; and

**WHEREAS**, renewal of the CONTRACT is in the best interest of the City;

**NOW THEREFORE**, be it agreed by and between the parties as follows:

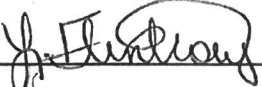
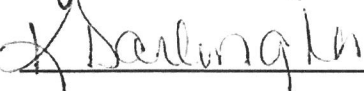
**Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.

**Section 2.** The contract renewal term shall begin on November 1, 2016 and will expire on October 31, 2017, (one (1) renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

**Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF DEERFIELD BEACH**

By:   
\_\_\_\_\_  
BURGESS HANSON, CITY MANAGER

Date: 11/15/16

ATTEST:

  
\_\_\_\_\_  
Samantha Gillyard, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

\_\_\_\_\_

(Secretary)

\_\_\_\_\_

(Corporate Seal)

Lehman Pipe and Plumbing Supply  
(Name of Corporation)

By [Signature]  
(Signature)

Just Abelman Executive VP  
(Type Name/Title Signed Above)

27 day of July, 2016.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name Signed Above)

\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

**CONTRACT RENEWAL**

THIS CONTRACT RENEWAL is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and FERGUSON ENTERPRISES, INC. (CONTRACTOR), as follows

**WITNESSETH:**

**WHEREAS**, the CITY and CONTRACTOR entered into an agreement for Water Meter Fittings and Water Line Accessories (the Products) pursuant to ITB #2011-12/22; and

**WHEREAS**, the initial CONTRACT term is three (3) year, beginning November 1, 2012 and expiring October 31, 2015; and

**WHEREAS**, the terms and conditions of the CONTRACT provide three (3) additional one (1) year renewal options; and

**WHEREAS**, the CITY is exercising the right to extend the contract for the second (2<sup>nd</sup>) of the three (3) renewal periods; and

**WHEREAS**, renewal of the CONTRACT is in the best interest of the City;

**NOW THEREFORE**, be it agreed by and between the parties as follows:

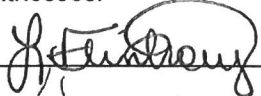

**Section 1.** The above referenced Whereas clauses are true and correct and made a part hereof.

**Section 2.** The contract renewal term shall begin on November 1, 2016 and will expire on October 31, 2017, (one (1) renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

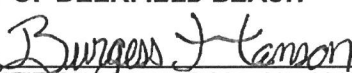
**Section 3.** All terms, conditions, and specifications of the original CONTRACT shall remain the same.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:

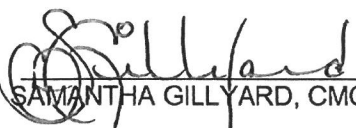
  
\_\_\_\_\_  
  
\_\_\_\_\_

**CITY OF DEERFIELD BEACH**

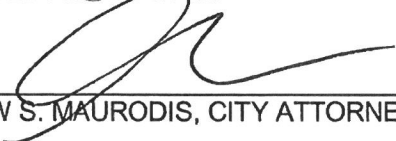
By:   
\_\_\_\_\_  
BURGESS HANSON, CITY MANAGER

Date: 11/15/16

ATTEST:

  
\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

SEE NEXT PAGE  
(Secretary)

\_\_\_\_\_  
(Corporate Seal)

FERNANDEZ ENTERPRISES INC  
(Name of Corporation)

By [Signature]  
(Signature)

DREW BETUNICK / SALES  
(Type Name/Title Signed Above)

27 day of JULY, 2016.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

[Signature]  
[Signature]

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name Signed Above)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION



## Southeast Florida Governmental Purchasing Cooperative Group

### CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to [lpiper@myboca.us](mailto:lpiper@myboca.us) for placement on the NIGP SE FL Florida Website Coop Contract page.

**BID/RFP NO.:** #2011-12/22  
**DESCRIPTION/TITLE:** Water Meter Fittings and Water Line Accessories  
**CONTRACT TERM:** Starts: November 1, 2012 Ends: October 31, 2015  
**OPTIONS OF CONTRACT:** Three (3) - One (1) year periods  
(Number of renewals)

---

#### SECTION #1 - VENDOR AWARD

**Vendor Name:** Ferguson Enterprises, Inc.  
**Vendor Address:** 1950 NW 15<sup>th</sup> St., Pompano Beach, FL 33069  
**Contact:** Jason Mueller, Sales Manager  
**Phone:** 954-973-8100 **Fax:** 954-917-3134  
**Email Address:** [jason.mueller@ferguson.com](mailto:jason.mueller@ferguson.com)

**Vendor Name:** Fortiline Waterworks, Inc.  
**Vendor Address:** 8920 SW Glades Cut-Off Rd., Port St. Lucie, FL 34986  
**Contact:** Greg Panasuk, Municipal Sales  
**Phone:** 772-408-1960 **Fax:** 772-408-1963  
**Email Address:** [greg.panasuk@fortiline.com](mailto:greg.panasuk@fortiline.com)

**Vendor Name:** HD Supply Waterworks, LTD.  
**Vendor Address:** 4310 NW 10<sup>th</sup> Avenue, Oakland Park, FL 33309  
**Contact:** Susan Helms, Municipal Sales Coordinator  
**Phone:** 954-772-7343 **Fax:** 954-772-0443  
**Email Address:** [susan.helms@hdsupply.com](mailto:susan.helms@hdsupply.com)

**Vendor Name:** Lehman Pipe & Plumbing  
**Vendor Address:** 230 NW 29<sup>th</sup> Street, Miami, FL 33127  
**Contact:** Josh Aberman  
**Phone:** 305-576-3054 **Fax:** 305-576-3066  
**Email Address:** [josh@lehmanpipe.com](mailto:josh@lehmanpipe.com)

**Vendor Name:** Mariflow Industries, Inc.  
**Vendor Address:** 140 Commerce Road, Boynton Beach, FL 33426  
**Contact:** Brandon Marino, President  
**Phone:** 561-582-7800 **Fax:** 561-431-4660  
**Email Address:** [sales@mariflow.com](mailto:sales@mariflow.com)

---

**SECTION #2 – AWARD/BACKGROUND INFORMATION**

**Award Date:** October 16, 2012 **Resolution/Agenda Item No.:** 2012/197  
**Insurance Required:** No  
**Performance Bond Required:** No

---

**SECTION #3 - LEAD AGENCY**

**Agency Name:** City of Deerfield Beach  
**Agency Address:** 401 SW 4<sup>th</sup> Street, Deerfield Beach, FL 33441  
**Agency Contact:** David Santucci, Purchasing Manager  
**Telephone:** 954-480-4380 **Facsimile:** 954-480-4388  
**Email:** [dsantucci@deerfield-beach.com](mailto:dsantucci@deerfield-beach.com)

RESOLUTION NO. 2012/197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING CONTRACTS WITH FERGUSON ENTERPRISES, INC., FORTILINE WATERWORKS, INC., HD SUPPLY WATERWORKS, LTD, LEHMAN PIPE & PLUMBING SUPPLY CO., MARIFLOW INDUSTRIES, INC.

WHEREAS, the City of Deerfield Beach served as the lead agency for Southeast Florida Governmental Cooperative Purchasing Group Bid #2011-12/22 for the purchase of water meter fittings and water line accessories; and

WHEREAS, the City received eight (8) responsive bids; and

WHEREAS, the bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department; and

WHEREAS, the recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP; and

WHEREAS, the Bidders being recommended for award, in accordance with the Award Summary, are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:


Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission does hereby approve the contracts with Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co. and Mariflow Industries, Inc. The Mayor and/or the City Manager are hereby authorized to execute any appropriate documents.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16<sup>TH</sup> DAY OF OCTOBER, 2012.

  
PEGGY NOLAN, MAYOR

ATTEST:  
  
ADA GRAHAM-JOHNSON, MMC / CITY CLERK



Item:

## CITY OF DEERFIELD BEACH Request for City Commission Agenda

Agenda Date Requested: October 16, 2012

Contact Person: David Santucci, Purchasing Manager

Description: Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

Fiscal Impact: Estimated Annual Expenditure is \$190,000.00

Budget Line Item Number and Title: Account Number 401-5030-536-35-84, "Materials and Supplies - Meters and Pipes"

Required Attachment: A Cover Memo from the Department Head to the City Manager further describing the request and providing back-up information and documents.

### THIS SECTION RESERVED FOR PROCESSING OF THE REQUEST

Ordinance

Resolution

Consent Agenda

#### Agenda Item Type

Presentation

Written Request

Public Hearing

Public Hearing Second Reading

Quasi-Judicial Public Hearing

General Item

Comments:

ITEM APPROVED FOR THE AGENDA:

krk 10/8/12

Signature

Date





# Memorandum

**TO:** Burgess Hanson, City Manager

**FROM:** Charles DaBrusco, Director of Environmental Services

**DATE:** October 3, 2012

**RE:** Award of Southeast Co-op Contract for the purchase of Water Meter Fittings and Water Line Accessories, ITB #2011/12-22

---

The purpose of this agenda item is to request City Commission approval for award of contract to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. for the purchase of water meter fittings and water line accessories for use in the water distribution system.

The City of Deerfield Beach, acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group (Southeast Co-op), has competitively solicited bids for the purchase of water meter fittings and water line accessories. Staff of the Purchasing and Environmental Departments have evaluated the bids submitted and are recommending the award of contract to the vendors who provided the most competitive prices for the items in the various categories. The selected vendors are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries, Inc. A memo from the Purchasing Manager is attached.

The city of Deerfield Beach annual expenditure for the items is estimated at \$190,000. Funds shall be expended from account number 401-5030-536-35-84, Materials and Supplies - Meters and Pipes.

Staff recommends to the City Commission the approval of award of Southeast Co-op Contract for the purchase of water meter fittings and water line accessories to Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., and Mariflow Industries.

## Attachments

cc: David Santucci, Purchasing Manager  
Hugh Dunkley, Director of Finance



# MEMORANDUM

**TO:** Burgess Hanson, City Manager  
**FROM:** David Santucci, Purchasing Manager  
**FOR:** Contract Award  
**DATE:** October 2, 2012  
**SUBJECT:** **Water Meter Fittings and Water Line Accessories (Co-op Contract)**  
**ITB #2011-12/22**

---

The City of Deerfield Beach is the Lead Agency on behalf of the Southeast Florida Governmental Purchasing Cooperative Group for the Water Meter Fittings and Water Line Accessories Contract. Although there were two (2) additional one (1) year renewal options available on the previous contract, it was the general consensus of City staff and other participating Coop agencies that the Contract be re-bid. This determination was made because four of the eight Contractors on the previous contract opted not to renew the contract, and major changes are occurring in the brass fittings industry; namely the federal mandate for unleaded brass fittings.

This contract is being awarded in a different manner than it was previously. In the past the Contract was awarded to all responsive and responsible bidders for all catalogs/price lists that were bid. The recommended award for this contract attempts to recognize the diversity in all participating agencies operations, product standards, and existing infrastructure while at the same time enhancing the competitive nature of the formal solicitation process by recognizing the low responsive and responsible bidder for each Catalog/Price List currently being used by the participating agencies. Furthermore, this structure will simplify contract management by making it more user friendly for end-users.

Details of the competitive solicitation process are as follows:

- On Friday, August 3, 2012 forty-eight (48) invitation letters were sent to the appropriate registered vendors with the City via e-mail, facsimile, or USPS.
- The competitive solicitation was advertised in the legal notices section of the Sun-Sentinel on Friday, August 3, 2012.
- Two (2) addenda were issued during the solicitation process to address vendor questions.
- On Wednesday, September 29, 2012 at 11:00 a.m., the due date and time, the Purchasing Division opened the responses. Eight (8) responses were received by the due date and time required.
- While tabulating the bid submittals it became apparent that a low Bidder for some Catalog/Price Lists could not be determined. The reason was there were inconsistencies in the way each Bidder responded to and provided pricing for a given Catalog/Price List. Specifically, Bidders did not provide pricing for the same groups contained within the Catalog/Price List.

- In the City's best interest letters were sent to the appropriate Bidders on September 17, 2012 affording them the opportunity to provide additional percentage discounts (not change) for Catalog/Price List groups neglected in the original bid submittal; rather than to conclude that the Catalog/Price Lists in question be removed from the Contract because an awardee could not be determined.
- All responses were received prior to the end of the thirty (30) day sealed bid period, September 28, 2012. The additional percentage discounts allowed Staff to effectively evaluate all bid submittals and percentage discounts received with the ultimate goal of determining a low bidder. Additionally, the additional percentage discounts received were consistent with the each Bidder's Bid Schedule received at the time of bid opening.

The bid submittals were reviewed by both the Purchasing Division and the Environmental Services Department. Our recommendation for award of each Catalog/Price List is made to the Bidders with the greatest overall percentage discount for the Catalogs/Price Lists or Manufacturers listed in the RFP. The Bidders being recommended for award are: Ferguson Enterprises, Inc., Fortiline Waterworks, Inc., HD Supply Waterworks, LTD, Lehman Pipe & Plumbing Supply Co., Mariflow Industries, Inc.

Details of the award recommendation can be found in the first page of the attached Bid Tabulation. In some cases two Bidders have been recommended; either because a clear low bidder could not be determined or two bidders offered the same percentage discounts. Substitute Catalogs/Price Lists were offered, but not all were accepted. The determining factors for acceptance or rejection were; are the groups contained in the Substitute already offered in other Catalogs/Price List and does the Substitute provide a broad range of product groups.

DS

Att.: Bid Tabulation

cc: Charles DaBrusco, Director of Environmental Services  
Patrick Autley, Water Utility Supervisor

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Award Summary**

	<b>Fortiline Waterworks, Inc.</b>	<b>Lehman Pipe &amp; Plumbing Supply Co.</b>	<b>HD Supply Waterworks, LTD</b>	<b>Mariflow Industries, Inc.</b>	<b>Ferguson Enterprises, Inc.</b>
<b>Group #1 - Adapters</b>	DFW & Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
<b>Group #2 - Meter Boxes</b>	DFW & Mueller & Old Castle Brooks	James Jones	Ford & Old Castle Carson & Pentek		CDR Systems & Ford & Old Castle Enclosures Solutions
<b>Group #3 - Clamps</b>	Mueller & Romac	James Jones	Ford & JCM Industries, Inc & Smith Blair		Ford & Total Piping Solutions
<b>Group #4</b>					
<b>Group #5 - Corporation Stops</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #6 - Couplings</b>	Mueller & Romac	James Jones & Merit Brass	Buy Wholesale Co. & Ford & Smith Blair & Trumbull	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe & Total Piping Solutions
<b>Group #7 - Curb Stops</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #8 - Elbows</b>	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
<b>Group #9 - Flanges</b>	Mueller	James Jones	Buy Wholesale Co. & Ford & Trumbull		AY McDonald & Ford
<b>Group #10 - Hose Bibs</b>	Mueller	Hammond Valve	American Valve & Buy Wholesale		
<b>Group #11 - Idler Pipes</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #12 - Insert Stiffeners</b>	Mueller	James Jones	Buy Wholesale Co. & Ford		AY McDonald & Ford
<b>Group #13 - Meter Stops</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #14 - Nipples, Brass</b>	Mueller	Merit Brass		Lee Brass DLF	
<b>Group #15 - Pieces, Branch</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #16 - Plugs, Standard Brass</b>	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass DLF	AY McDonald & Ford
<b>Group #17 - Poly-Adapters x Compression Brass</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #18 - Reducer Bushings</b>	Mueller	Merit Brass	Buy Wholesale Co.	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
<b>Group #19 - Meter Resetters</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #20 - Service Saddles</b>	Mueller & Romac	James Jones	Ford & JCM Industries, Inc		AY McDonald & Ford
<b>Group #21 - Tees</b>	Mueller	Merit Brass	Ford	Lee Brass & Tyler Union	AY McDonald & Ford & Star Pipe
<b>Group #22 - Tubing</b>	Endot	CMC Howell Metal & Curtis Marketing & James Jones	Charter Plastics & Endot		
<b>Group #23 - U-Branches</b>	Mueller		Ford		AY McDonald
<b>Group #24 - Valves</b>	Mueller	James Jones & Nibco	American Valve & Clow Valve Co. & Ford & Nibco		American Flow Control & AY McDonald & Ford
<b>Group #25 - Washers</b>	Mueller	James Jones	Ford		AY McDonald & Ford & Star Pipe
<b>Group #26 - Yokes</b>	Mueller	James Jones	Ford		AY McDonald & Ford
<b>Group #27 - Megaplugs</b>			Ford	EBAA Iron	Ford & Star Pipe
<b>Group #28 - Grip Rings 4" - 12"</b>	Romac		Ford		Ford
<b>Group #29 - Ductile Pipe 4" - 64"</b>			US Pipe and Foundry	Griffin Pipe Products	American Cast Iron Pipe

City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22

Award by Catalog

	Fortilline Waterworks, Inc.	Lehman Pipe & Plumbing Supply Co.	HD Supply Waterworks, LTD	Mariflow Industries, Inc.	Ferguson Enterprises, Inc.
A.Y. McDonald Mfg. Co. (Water)					x
American Cast Iron Pipe					x
American Flow Control					x
American Valve			x		
Buy Wholesale Co			x		
CDR Systems					x
Charter Plastics			x		
Clow Valve Co			x		
CMC Howell Metal		x			
Curtis Marketing			x		
DFW Series A	x				
DFW Series C	x				
DFW Series F	x				
EBAA Iron				x	
Endot Tubing	x		x		
Ford			x		x
Griffin Pipe Products				x	
Hammond Valve		x			
James Jones		x			
JCM Industries			x		
Lee Brass				x	
Merit Brass-BRNL 511		x			
Merit Brass-Domestic BRTF 511/LFBRTF 511		x			
Merit Brass-Import IBRTF 712		x			
Mueller	x				
Nibco Valves		x	x		
Oldcastle Brooks Meter Boxes	x				
Oldcastle Carson Meter Boxes			x		
Oldcastle Enclosure Solutions					x
Pentek Access Boxes			x		
Romac Industries	x				
Smith Blair			x		
Star Pipe Products					x
Total Piping Solutions Inc					x
Trumbull			x		
Tyler Union				x	
US Pipe & Foundry			x		

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: American Cast Iron Pipe  
Catalog / Price List Number:

Ferguson Enterprises, Inc.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	List +10%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: American Flow Control  
Catalog / Price List Number: N/A

Product Groups	Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #24 - Valves</b>		
Valves, Gate	40%	40%
<b>Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.</b>		
Catalog Items Not Listed	25%	25%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: American Valve  
 Catalog / Price List Number: PL111

Product Groups	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #10 - Hose Bibs	50%			
Group #24 - Valves				
Valves, Ball Meter	50%			
Valves, Check	50%			
Valves, Gate	50%	N/A	25%	25%



City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22

Tabulation

Catalog / Price List Name: AY McDonald MFG. Co.  
Catalog / Price List Number: Water Service Products Price List

Product Groups	Marflow Industries, Inc.			Municipal Waterworks, Inc.			Ferguson Enterprises, Inc.		
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	
<b>Group #1 - Adapters</b>									
Adapters, Stainless		53.3%					54%	54%	
Adapters, Meter		53.3%	52.5%		52.5%		54%	54%	
<b>Group #5 - Corporation Stops</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #6 - Couplings</b>									
Couplings, Brass		53.3%	52.5%		52.5%		54%	54%	
Couplings, Compression		53.3%	52.5%		52.5%		54%	54%	
Couplings, Meter		53.3%	52.5%		52.5%		54%	54%	
Couplings, Pack Joint		53.3%	52.5%		52.5%		54%	54%	
Couplings, Quick Connect		53.3%	52.5%		52.5%		54%	54%	
Couplings, Straight		53.3%	52.5%		52.5%		54%	54%	
<b>Group #7 - Curb Stops</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #8 - Elbows</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #9 - Flanges</b>									
Flanges, Bronze, Meter		53.3%	52.5%		52.5%		54%	54%	
Flanges, Oval Brass		53.3%	52.5%		52.5%		54%	54%	
<b>Group #11 - Idler Pipes</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #12 - Insert Stiffeners</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #13 - Meter Stops</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #15 - Pieces, Branch</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #16 - Plugs, Standard Brass</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #17 - Poly-Adapters x Compression Brass</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #18 - Reducer Bushings</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #19 - Meter Resetters</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #20 - Service Saddles</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #21 - Tees</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #23 - U-Branches</b>		53.3%	52.5%		52.5%		54%	54%	
<b>Group #24 - Valves</b>									
Valve Assemblies, Key Branch		53.3%	52.5%		52.5%		54%	54%	
Valves, Angle Meter		53.3%	52.5%		52.5%		54%	54%	
Valves, Ball Meter		53.3%	52.5%		52.5%		54%	54%	
Valves, Check		53.3%	52.5%		52.5%		54%	54%	
Valves, Gate		53.3%	52.5%		52.5%		54%	54%	
<b>Group #25 - Washers</b>									
Washers, Rubber		53.3%					54%	54%	
Washers, Fiber		53.3%					54%	54%	
<b>Group #26 - Yokes</b>		58.0%	57.2%		57.2%		54%	54%	

**City of Deerfield Beach**  
**Water Meter Fittings and Water Line Accessories**  
**ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Buy Wholesale Co.  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #1 - Adapters</b>				
Adapters, Meter	Net Plus 15%	N/A	List + 25%	List + 25%
<b>Group #6 - Couplings</b>				
Couplings, Brass	Net Plus 15%	N/A	List + 25%	List + 25%
Couplings, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
<b>Group #9 - Flanges</b>				
Flanges, Bronze, Meter	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
Flanges, Oval Brass	Net Plus 15%	Net Plus 15%	List + 25%	List + 25%
<b>Group #10 - Hose Bibs</b>	Net Plus 15%	N/A		
<b>Group #12 - Insert Stiffeners</b>	Net Plus 15%	N/A		
<b>Group #16 - Plugs, Standard Brass</b>	Net Plus 15%	N/A	List + 25%	List + 25%
<b>Group #18 - Reducer Bushings</b>	Net Plus 15%	N/A	List + 25%	List + 25%
<b>Group #25 - Washers</b>				
Washers, Rubber	Net Plus 15%	N/A	List + 25%	List + 25%
Washers, Fiber	Net Plus 15%	N/A	List + 25%	List + 25%
<b>Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.</b>				
All Catalog Items not Listed			List + 25%	List + 25%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: CDR Systems  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Marflow Industries, Inc.		Fortline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	40%		37.2%		43.5%		51.5%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Charter Plastics  
Catalog / Price List Number: Net Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #22 - Tubing</b>		
Tubing, Poly	Net Plus10%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Clow Valve Co.  
Catalog / Price List Number: List Price Sheet

HD Supply Waterworks, LTD.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #24 - Valves</b>		
Valves, Gate	50%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: CMC Howell Metal  
Catalog / Price List Number: Sheet 1

Lehman Pipe and Plumbing Supply Co.		
Product Groups	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #22 - Tubing</b>		
Tubing, Copper	52%	

**City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Curtis Marketing  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #22 - Tubing</b>		
Tubing, Copper	Net Plus 15%	





City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.  
 Catalog / Price List Number: Series C Polymer Enclosures (C-RV009-1)

Product Groups	Maniflow Industries, Inc.		Fortline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		35%		20%		25.0%	

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: DFW Plastics, Inc.  
 Catalog / Price List Number: Series F Polymer Enclosures (F-RV012-1)

Product Groups	Meriflow Industries, Inc.		Fortline Waterworks, Inc.		Sunstate Meter & Supply, Inc.		Municipal Water Works, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	16%		20%		7%		9.5%	



City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Endot Industries, Inc.  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #22 - Tubing Tubing, Poly	38%		38%		10%	

City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22

Tabulation

Catalog / Price List Name: Ford (2) No Lead : Leaded  
Catalog / Price List Number: 03/2012

Product Groups	HD Supply Waterworks, L.T.D.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters	51%	51%	48%	48%	53.1%	50.1%
Adapters, Meter	48%	48%	A35%, C20%, F7%	NA		
Group #2 - Meter Boxes						
Group #3 - Clamps						
Clamps, Pipe, Stainless Steel	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	52%	52%	50%	NA	53.4%	53.4%
Clamps, Repair, Stainless Steel with Cast Lugs	51%	51%	48%	48%	51.3%	51.3%
Group #5 - Corporation Stops						
Group #6 - Couplings						
Couplings, Brass	51%	51%	48%	48%	51.3%	51.3%
Couplings, Compression	51%	51%	48%	48%	51.3%	51.3%
Couplings, Meter	51%	51%	48%	48%	51.3%	51.3%
Couplings, Pack Joint	51%	51%	48%	48%	51.3%	51.3%
Couplings, Quick Connect	51%	51%	48%	48%	51.3%	51.3%
Couplings, Straight	51%	51%	48%	48%	51.3%	51.3%
Group #7 - Curb Stops						
Group #8 - Elbows						
Group #9 - Flanges						
Flanges, Bronze, Meter	51%	51%	48%	48%	51.3%	51.3%
Flanges, Oval Brass	51%	51%	48%	48%	51.3%	51.3%
Group #11 - Idler Pipes						
Group #12 - Insert Stiffeners						
Group #13 - Meter Stops						
Group #15 - Pieces, Branch						
Group #16 - Plugs, Standard Brass						
Group #17 - Poly-Adapters x Compression Brass						
Group #18 - Reducer Bushings						
Group #19 - Meter Resetters						
Group #20 - Service Saddles						
Group #21 - Tees						
Group #23 - U-Branches						
Group #24 - Valves						
Valve Assemblies, Key Branch	51%	51%	48%	48%	51.3%	51.3%
Valves, Angle Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Ball Meter	51%	51%	48%	48%	51.3%	51.3%
Valves, Check	49%	49%	48%	48%	51.3%	51.3%
Group #25 - Washers						
Washers, Rubber	N/A	N/A	50%	N/A	51.3%	51.3%
Group #26 - Yokes						
Group #27 - Megalugs						
Group #28 - Grip Rings 4"-12"						
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.						
All Catalog Items not Listed						

**City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Griffin Pipe Products  
 Catalog / Price List Number: Product Schedule

<b>Mariflow, Industries, Inc.</b>		
<b>Product Groups</b>	<b>Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)</b>	<b>Unleaded Brass Weighted Average Lead Content ≤ 0.25%</b>
<b>Group #29 - Ductile Pipe 4" - 64"</b>	2%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Hammond Valve  
Catalog / Price List Number: PHV0112

<b>Lehman Pipe and Plumbing Supply Co.</b>		
<b>Product Groups</b>	<b>Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)</b>	<b>Unleaded Brass Weighted Average Lead Content ≤ 0.25%</b>
<b>Group #10 - Hose Bibs</b>	62%	

**City of Deerfield Beach**  
**Water Meter Fittings and Water Line Accessories**  
**ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: James Jones

Catalog / Price List Number: James Jones Brass (Leaded and Low-Lead)

Product Groups	Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #1 - Adapters</b>		
Adapters, Meter	37%	37%
<b>Group #2 - Meter Boxes</b>	18%	
<b>Group #3 - Clamps</b>		
Clamps, Pipe, Stainless Steel	31%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	31%	
Clamps, Repair, Stainless Steel with Cast Lugs	31%	
<b>Group #5 - Corporation Stops</b>	37%	37%
<b>Group #6 - Couplings</b>		
Couplings, Compression	37%	37%
Couplings, Meter	37%	37%
Couplings, Pack Joint	37%	37%
Couplings, Quick Connect	37%	37%
Couplings, Straight	37%	37%
<b>Group #7 - Curb Stops</b>	37%	37%
<b>Group #9 - Flanges</b>		
Flanges, Bronze, Meter	37%	37%
Flanges, Oval Brass	37%	37%
<b>Group #11 - Idler Pipes</b>	37%	37%
<b>Group #12 - Insert Stiffeners</b>	53%	
<b>Group #13 - Meter Stops</b>	37%	37%
<b>Group #15 - Pieces, Branch</b>	37%	37%
<b>Group #17 - Poly-Adapters x Compression Brass</b>	37%	37%
<b>Group #19 - Meter Resetters</b>	37%	37%
<b>Group #20 - Service Saddles</b>	37% Brass/54% Iron	37%
<b>Group #22 - Tubing</b>		
<b>Group #23 - U-Branches</b>	37%	37%
<b>Group #24 - Valves</b>		
Valve Assemblies, Key Branch	37%	37%
Valves, Angle Meter	37%	37%
Valves, Ball Meter	37%	37%
Valves, Check	37%	37%
Valves, Gate	37%	37%
<b>Group #25 - Washers</b>		
Washers, Rubber	37%	37%
Washers, Fiber	37%	37%
<b>Group #26 - Yokes</b>	37% Brass/44% Iron	37%



City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: JCM Industries, Inc  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #3 - Clamps</b>				
Clamps, Pipe, Stainless Steel	57%		53%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	57%		53%	
Clamps, Repair, Stainless Steel with Cast Lugs	57%		53%	
<b>Group #20 - Service Saddles</b>	57%		53%	

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Lee Brass  
 Catalog / Price List Number: Domestic Lead Free Price List (Mariflow)

Product Groups	HD Supply Waterworks, LTD.		Mariflow Industries, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #6 - Couplings</b>				
Couplings, Brass	Net Plus 15%	Net Plus 15%		84%
Couplings, Straight	Net Plus 15%	Net Plus 15%		84%
<b>Group #8 - Elbows</b>	Net Plus 15%	Net Plus 15%		84%
<b>Group #14 - Nipples, Brass</b>	Net Plus 15%	Net Plus 15%		95%
<b>Group #16 - Plugs, Standard Brass</b>				84%
<b>Group #18 - Reducer Bushings</b>	Net Plus 15%	Net Plus 15%		84%
<b>Group #21 - Tees</b>	Net Plus 15%	Net Plus 15%		84%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.				
Unions				84%
Caps				84%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Merit Brass - BRNL  
 Catalog / Price List Number: BRNL-511

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #14 - Nipples, Brass	95%		95%			65%	50%	50%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.								
All Catalog Items not Listed							25%	25%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Merit Brass - Domestic  
 Catalog / Price List Number: BRTF 511 / LFBRTF 511

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.		Sunstate Meter and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #6 - Couplings	80%	80%	86%	86%	70%	55%	50%	50%
Couplings: Brass								
Couplings: Straight	80%	80%	86%	86%	70%	55%	50%	50%
Group #8 - Elbows	80%	80%	86%	86%	70%	55%	50%	50%
Group #16 - Plugs, Standard Brass	80%	80%	86%	86%	70%	55%	50%	50%
Group #18 - Reducer Bushings	80%	80%	86%	86%	70%	55%	50%	50%
Group #21 - Tees	80%	80%	86%	86%	70%	55%	50%	50%
Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.							25%	25%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Merit Brass - Import  
 Catalog / Price List Number: IBRTF 712

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #6 - Couplings</b>				
Couplings, Brass	71%	59%	71.3%	63.3%
Couplings, Straight	71%	59%	71.3%	63.3%
<b>Group #8 - Elbows</b>	71%	59%	71.3%	63.3%
<b>Group #16 - Plugs, Standard Brass</b>	71%	59%	71.3%	63.3%
<b>Group #18 - Reducer Bushings</b>	71%	59%	71.3%	63.3%
<b>Group #21 - Tees</b>	71%	59%	71.3%	63.3%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Mueller Co.  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		Fortiline Waterworks, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #1 - Adapters Adapters, Meter			80.1%	40.1%	33.0%	
Group #2 - Meter Boxes			13.0%		3.0%	
Group #3 - Clamps Clamps, Pipe, Stainless Steel			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			32.0%		25.0%	
Clamps, Repair, Stainless Steel with Cast Lugs			32.0%		25.0%	
Group #5 - Corporation Stops			40.5%	40.5%	33.0%	
Group #6 - Couplings Couplings, Brass			40.5%	40.5%	33.0%	
Couplings, Compression			40.5%	40.5%	33.0%	
Couplings, Meter			40.5%	40.5%	33.0%	
Couplings, Pack Joint			40.5%	40.5%	33.0%	
Couplings, Quick Connect			40.5%	40.5%	33.0%	
Couplings, Straight			40.5%	40.5%	33.0%	
Group #7 - Curb Stops			40.5%	40.5%	33.0%	
Group #8 - Elbows			40.5%	40.5%	33.0%	
Group #9 - Flanges Flanges, Bronze, Meter			40.5%	40.5%	33.0%	
Flanges, Oval Brass			40.5%	40.5%	33.0%	
Group #10 - Hose Bibs			40.5%	40.5%	33.0%	
Group #11 - Idle Pipes			40.5%	40.5%	33.0%	
Group #12 - Insert Stiffeners			57.0%	57.0%	50.0%	
Group #13 - Meter Stops			40.5%	40.5%	33.0%	
Group #14 - Nipples, Brass			40.5%	40.5%	33.0%	
Group #15 - Pieces, Branch			40.5%	40.5%	33.0%	
Group #16 - Plugs, Standard Brass			40.5%	40.5%	33.0%	
Group #17 - Poly-Adapters x Compression Brass			40.5%	40.5%	33.0%	
Group #18 - Reducer Bushings			40.5%	40.5%	33.0%	
Group #19 - Meter Resetters			40.5%	40.5%	33.0%	
Group #20 - Service Saddles			56% (Iron)	40.5%	33.0%	
Group #21 - Tees			40.5%	40.5%	33.0%	
Group #23 - U-Branches			40.5%	40.5%	33.0%	
Group #24 - Valves Valve Assemblies, Key Branch			40.5%	40.5%	33.0%	
Valves, Angle Meter			40.5%	40.5%	33.0%	
Valves, Ball Meter			40.5%	40.5%	33.0%	
Valves, Check			40.5%	40.5%	33.0%	
Valves, Gate		70%	40.5%	40.5%	33.0%	
Group #25 - Washers Washers, Rubber			40.5%		33.0%	
Washers, Fiber			40.5%		33.0%	
Group #26 - Yokes			45% (Iron)		33.0%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Nibco  
Catalog / Price List Number: LF-VLV-0812 / BIDV-0312 (Lehman Only)

Product Groups	HD Supply Waterworks, LTD.		Lehman Pipe and Plumbing Supply Co.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #24 - Valves</b>				
Valves, Ball Meter		60%		
Valves, Check		60%	62%	62%
Valves, Gate		60%	62%	62%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: OLDCASTLE  
 Catalog / Price List Number: Brooks

Product Groups	HD Supply Waterworks, LTD.		Fordline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		34%		List + 10%		14%	



City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: OLDCASTLE  
 Catalog / Price List Number: Carson

Group #2 - Meter Boxes	HD Supply Waterworks, LTD.		Fordline Waterworks, Inc.		Ferguson Enterprises, Inc.		A&B Pipe and Supply, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
	35%		34%		24%		14%	

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: OLDCASTLE  
 Catalog / Price List Number: ENCLOSURES SOLUTIONS

Product Groups	HD Supply Waterworks, LTD.		Fortline Waterworks, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #2 - Meter Boxes	25%		22.5%		30%	30%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Pentek  
 Catalog / Price List Number: U.S. 2012 List Prices

Product Groups	HD Supply Waterworks, LTD.		Fortline, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5) 53%	Unleaded Brass Weighted Average Lead Content ≤ 0.25% 52%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5) 52%	Unleaded Brass Weighted Average Lead Content ≤ 0.25% 40%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5) 40%	Unleaded Brass Weighted Average Lead Content ≤ 0.25% 40%
Group #2 - Meter Boxes						

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Romac Industries  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.			Fortiline Waterworks, Inc.			Ferguson Enterprises, Inc.		
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	
<b>Group #3 - Clamps</b>									
Clamps, Pipe, Stainless Steel			62%				55%	55%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts			62%				55%	55%	
Clamps, Repair, Stainless Steel with Cast Lugs	47%		62%				55%	55%	
<b>Group #6 - Couplings</b>									
Couplings, Compression			61%				55%	55%	
<b>Group #20 - Service Saddles</b>			64.5%				55%	55%	
<b>Group #28 - Grip Rings 4"-12"</b>	47%		57%				50%	50%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Smith Blair  
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #3 - Clamps</b>		
Clamps, Pipe, Stainless Steel	69%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	69%	
Clamps, Repair, Stainless Steel with Cast Lugs	69%	
<b>Group #6 - Couplings</b>		
Couplings, Compression	69%	
Couplings, Meter	69%	

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Star Pipr Products  
Catalog / Price List Number: Import-UPL.12.01

Product Groups	Ferguson Enterprises, Inc	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #6 - Couplings</b>		
Couplings, Straight	50%	
<b>Group #8 - Elbows</b>	50%	
<b>Group #18 - Reducer Bushings</b>	50%	
<b>Group #21 - Tees</b>	50%	
<b>Group #25 - Washers</b>		
Washers, Rubber	25%	
<b>Group #27 - Megalugs</b>	65%	
<b>Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.</b>	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
All Catalog Items not Listed	25%	25%

City of Deerfield Beach  
 Water Meter Fittings and Water Line Accessories  
 ITB #2011-12/22

Tabulation

Catalog / Price List Name: Total Piping Solutions, Inc  
 Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.		A&B Pipe and Supply, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #3 - Clamps</b>						
Clamps, Pipe, Stainless Steel	35%		32%		35%	
Clamps, Repair, Stainless Steel with Stainless Steel Bolts	35%		32%		35%	
Clamps, Repair, Stainless Steel with Cast Lugs	35%		32%		35%	
<b>Group #6 - Couplings</b>						
Couplings, Compression	35%				35%	
Couplings, Straight	N/A				35%	
<b>Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below.</b>						
<b>Additional sheets may be attached.</b>						
All Catalog Items not Listed					25%	25%

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Trumbull  
Catalog / Price List Number: PL111

Product Groups	HD Supply Waterworks, LTD.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #6 - Couplings</b>		
Couplings, Meter	Net Plus 15%	
<b>Group #9 - Flanges</b>		
Flanges, Bronze, Meter	Net Plus 15%	
Flanges, Oval Brass	Net Plus 15%	



**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: Tyler Union  
Catalog / Price List Number: Import Fittings & Accessories / LP-2011N

Product Groups	Mariflow Industries, Inc.		Ferguson Enterprises, Inc.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
<b>Group #6 - Couplings</b>				
Couplings, Straight	48.5%		45%	
<b>Group #8 - Elbows</b>	48.5%		45%	
<b>Group #18 - Reducer Bushings</b>	48.5%		45%	
<b>Group #21 - Tees</b>	48.5%		45%	
<b>Value-Added Items - Bidder's interested in offering Value-Added Items shall do so in the spaces provided below. Additional sheets may be attached.</b>	<b>Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)</b>	<b>Unleaded Brass Weighted Average Lead Content ≤ 0.25%</b>	<b>Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)</b>	<b>Unleaded Brass Weighted Average Lead Content ≤ 0.25%</b>
Plugs	48.5%			
Caps	48.5%			
Cross	48.5%			
Wye's	48.5%			
Sleeves	48.5%			
Reducers	48.5%			
MJ Accessories	48.5%			
All Catalog Items not Listed			25%	25%

**City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22**

**Tabulation**

Catalog / Price List Name: US Pipe and Foundry  
Catalog / Price List Number:

Product Groups	HD Supply Waterworks, LTD.	
	Leaded Brass Weighted Average Lead Content ≤ 5% (85-5-5-5)	Unleaded Brass Weighted Average Lead Content ≤ 0.25%
Group #29 - Ductile Pipe 4" - 64"	45%	



*City of*

**D E E R F I E L D**

---

**B E A C H**

Invitation to Bid

Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22

Purchasing Division  
401 S.W. 4<sup>th</sup> Street, Deerfield Beach, FL 33441  
Phone: 954-480-4381  
Fax: 954-480-4388

## Table of Contents

City of Deerfield Beach  
Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22

<u>Section</u>	<u>Page</u>
<b>LEGAL NOTICE .....</b>	<b>1</b>
<b>NOTICE OF COOPERATIVE PROCUREMENT .....</b>	<b>2</b>
<b>SECTION 1 - INTRODUCTION AND INFORMATION .....</b>	<b>3</b>
1.1 Purpose.....	3
1.2 Point of Contact.....	3
1.3 Contract Term .....	3
1.4 Participating Agencies.....	3
<b>SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS.....</b>	<b>8</b>
2.1 Other Governmental Agencies .....	8
2.2 Independent Contract.....	8
2.3 Sub-Contractors .....	8
2.4 Addenda, Changes and Interpretations .....	8
2.5 Multiple Bids.....	8
2.6 Variances .....	8
2.7 Omission of Details .....	9
2.8 Mistakes.....	9
2.9 Bidder's Cost.....	9
2.10 Bid Acceptance .....	9
2.11 Rejection of Bids .....	9
2.12 Bidder Qualifications .....	9
2.13 Bidder's Experience Records .....	9
2.14 Licenses and Certifications.....	9
2.15 Insurance .....	9
2.16 Indemnification .....	9
2.17 Legal Requirements .....	10
2.18 Protest Procedures.....	10
2.19 Cone of Silence .....	11
2.20 Small Disadvantages Business Entity.....	11
2.21 Ethics Code.....	12
2.22 Public Records / Confidential Information .....	12
2.23 Public Entity Crimes Information Statement.....	12
2.24 Anti Collusion .....	12
2.25 Conflict of Interest .....	12
2.26 No Contingent Fee .....	12
2.27 Special Conditions.....	13
2.28 Entire Agreement .....	13
2.29 Nonexclusive Contract/Additional Services.....	13

2.30	Assignment .....	13
2.31	Waiver .....	13
2.32	Survivorship Rights .....	13
2.33	Severability .....	13
2.34	Default and Termination .....	13
2.35	Advertising .....	13
2.36	Venue .....	13
2.37	Safety Requirements .....	14
<b>SECTION 3 - SPECIAL TERMS AND CONDITIONS .....</b>		<b>15</b>
3.1	ITB Schedule .....	15
3.2	Submission and Receipt of Bids .....	15
3.3	Contract Award .....	16
3.4	Warranty .....	16
3.5	Delivery .....	17
3.6	Inventory .....	17
3.7	Samples and Demonstrations .....	18
3.8	Quantities .....	18
3.9	Price .....	18
3.10	Cost Adjustments .....	18
3.11	Reporting Requirements .....	18
3.12	Catalogs and Price Lists .....	18
3.13	Value-Added Items .....	19
3.14	Invoices and Payment .....	19
3.15	Required Documents .....	19
3.16	Insurance Requirements .....	19
<b>SECTION 4 - SPECIFICATIONS .....</b>		<b>22</b>
4.1	Product Groups .....	22
4.2	Catalogs and Price Lists .....	22
4.3	Regulations and Standards .....	23
<b>SECTION 5 - BID PACKAGE .....</b>		<b>BP-1</b>
	Bid Requirements Checklist .....	BP-2
	Bid Certification .....	BP-3
	Bid Schedule .....	BP-6
	Qualification Statement .....	BP-10
	Schedule "A" .....	BP-14
	SDBE Participation Affidavit .....	BP-15
	SDBE Unavailability Affidavit .....	BP-16
	Indemnification Clause .....	BP-17
	Non-Collusive Affidavit .....	BP-18
	Drug-Free Workplace Form .....	BP-19
	References .....	BP-20
	Variances .....	BP-21



*City of*  
**D E E R F I E L D**  

---

**B E A C H**

August 3, 2012

**PUBLIC NOTICE  
FOR  
WATER METER FITTINGS AND WATER LINE ACCESSORIES  
ITB #2011-12/22**

**DUE DATE: WEDNESDAY, AUGUST 29, 2012 AT 11:00 A.M. EST**

The City of Deerfield Beach, as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified vendors, herein referred to as the Bidder, to establish an open-ended as needed annual contract for water meter fittings and water line accessories in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2<sup>nd</sup> Floor, 401 S.W. 4<sup>th</sup> Street, Deerfield Beach, FL 33441, until, Wednesday, August 29, 2012 at 11:00 a.m. EST, at which time and place the submittals will be publicly opened and the names of the Bidder's will be read. All Bidders or their representatives are invited to attend the bid opening. Bids shall be clearly labeled with the Bidder's legal name, address and telephone number, bid title and number, and due date.

Bidders are responsible for making certain that their bid is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the due date and time will be returned to the Bidder unopened.

A cone of silence is in effect for this ITB. The cone of silence prohibits certain communications between potential respondents and the City.

An ITB document can be obtained through the City of Deerfield Beach, Purchasing Division on August 3, 2012. An ITB document may be requested by emailing [sfrancis@deerfield-beach.com](mailto:sfrancis@deerfield-beach.com) or picked up at the Purchasing Division, 2<sup>nd</sup> Floor, 401 S.W. 4<sup>th</sup> Street, Deerfield Beach, FL 33441. Bids will only be accepted from registered Bidders who have obtained the ITB document from the Purchasing Division.

For additional information, contact David, Santucci, (954) 480-4380 or [dsantucci@deerfield-beach.com](mailto:dsantucci@deerfield-beach.com).

Burgess Hanson  
City Manager



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

### **TO OUR PROSPECTIVE CONTRACTORS:**

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**"WORKING TOGETHER TO REDUCE COSTS"**

## **SECTION 1 - INTRODUCTION AND INFORMATION**

### **1.1 Purpose**

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Governmental Cooperative Group with water meter fittings and water line accessories for use in water utility operations. Any further reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in the ITB. Because of the cooperative nature of this contract involving several agencies, the City understands that it is necessary to establish a multiple award contract for the products and services pertaining to this ITB; as current operations, inventories, and product standards differ from agency to agency. Therefore, it is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer's catalogs or published price list listed in the Technical Specifications.

### **1.2 Point of Contact**

All inquiries, questions, and requests for additional information concerning of this ITB shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach, Purchasing Division  
Attn: David Santucci, Purchasing Manager  
401 S.W. 4<sup>th</sup> St.  
Deerfield Beach, FL 33441  
Fax: (954) 480-4388  
E-mail: dsantucci@deerfield-beach.com

All responses to questions pertaining to the technical specifications or bid requirements shall be issued through an official addendum.

### **1.3 Contract Term**

#### **1.3.1 Initial Term and Renewal Options**

The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to extend the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

#### **1.3.2 Contract Extension**

In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### **1.4 Participating Agencies**

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. Estimated annual expenditures, contact information, and delivery address are provided below.



**City of Boca Raton**

Estimated annual expenditure: \$185,000  
Fernando Villalobos  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Phone: 561-393-7875  
Fax: 561-393-7983

**Delivery Address:**

City of Boca Raton  
Mike Arthurs  
Utilities Services  
1401 Glades Rd.  
Boca Raton, FL 33431  
Phone: 561-338-7302  
Fax: 561-338-7345  
marthurs@myboca.us

**Broward County WWS/FOD**

Estimated annual expenditure: \$150,000  
2555 W. Copans Rd.  
Pompano Beach, FL 33069  
Edward Diaz  
Phone: 954-831-0813  
Fax: 954-831-0849  
eddiaz@broward.org

**Delivery Address:**

Broward County WWS/FOD  
2555 W. Copans Road  
Pompano Beach, FL 33069  
Edward Diaz  
Phone: 954-831-0813  
Fax: 954-831-0849  
eddiaz@broward.org

**City of Coconut Creek**

Estimated annual expenditure: \$50,000  
Christina Semeraro  
4800 West Copans Rd.  
Coconut Creek, FL 33063  
Phone: 954-956-1584  
Fax: 954-973-6754  
csemeraro@coconutcreek.net

**Delivery Address:**

City of Coconut Creek  
4800 West Copans Rd.  
Coconut Creek, FL 33063  
Jessie Scott  
Phone: 954-973-6782  
Fax: 954-571-4146  
jscott@coconutcreek.net

**City of Coral Springs**

Estimated annual expenditure: \$140,000  
Tony Cosenza  
9551 W. Sample Road  
Coral Springs, FL 33065  
Phone: 954-345-2237  
Fax 954-345-2238  
tcosenza@Coralsprings.org

**Delivery Address:**

City of Coral Springs  
Tony Cosenza  
4181 NW 121 Avenue  
Coral Springs, FL 33065  
Phone: 954-345-2237  
Fax: 954-345-2238  
tcosenza@coralsprings.org

**Town Of Davie**

Estimated annual expenditure: \$25,000  
William Peele  
3500 NW 76th Avenue  
Hollywood, FL 33024  
Phone: 954-327-3743  
Fax: 954-327-3752  
bill\_peekle@davie-fl.gov

**Delivery Address:**

Town of Davie  
3500 NW 76<sup>th</sup> Avenue  
Hollywood, FL 33024  
Phone: 954-327-3743  
Fax: 954-327-3752  
William Peele  
bill\_peekle@davie-fl.gov

**City of Deerfield Beach**

Estimated annual expenditure: \$190,000  
Patrick Autley  
Department of Environmental Services/Utilities Maint.  
200 Goolsby Blvd  
Deerfield Beach, FL  
Phone: 954-480-4400  
Fax: 954-480-4345  
PAutley@Deerfield-Beach.com

**City of Hallandale Beach**

Estimated annual expenditure: \$30,000  
Louis Granda  
630 NW 2nd Street  
Hallandale Beach, FL 33009  
Phone: 954-457-1629  
Fax: 954-457-1624  
lgranda@cohb.org

**Delivery Address:**

City of Hallandale Beach  
630 NW 2<sup>nd</sup> Street  
Hallandale Beach, FL 33009  
Louis Granda  
Phone: 954-457-1629  
Fax: 954-457-1624  
lgranda@hallandalebeachfl.gov

**City of Hollywood**

Estimated annual expenditure: \$75,000  
Ralph Dierks  
2600 Hollywood Blvd.  
Hollywood, FL  
Phone: 954-921-3223  
RDierks@HollywoodFL.org

**Delivery Address:**

Underground Utilities  
1600 South Park Road  
Hollywood, FL 33021  
Herb Norteman  
Phone: 954-924-2986  
hnorteman@hollywoodfl.org  
**And:**  
Wastewater Treatment Plant whse#5  
1621 N 14<sup>th</sup> Avenue,  
Hollywood, FL 33019  
Tim Whipple  
Phone: 954-921-3288  
twhipple@hollywoodfl.org

**City of Margate**

Estimated annual expenditure: \$20,000  
Spencer Shambray  
5790 Margate Blvd  
Margate, FL 33063  
Phone: 954-935-5346  
Fax: 954-935-5258

**Delivery Address:**

City of Margate  
Harry Whitford  
980 NW 66th Avenue  
Margate, Florida 33063  
Phone: 954-972-0828  
Fax: 954-978-7349  
hwhiteford@margatefl.com

**City of North Miami Beach**

Estimated annual expenditure: \$80,000  
James Cotton  
2101 NE 159th Street  
North Miami Beach, FL 33162  
Phone: 305-948-2973  
Fax: 305-919-1834  
jimmycotton@citynmb.com

**City of Oakland Park**

Estimated annual expenditure: \$50,000  
Maggie Turner  
3650 NE 12 Avenue  
Oakland Park, FL 33334  
Phone: 954-630-4256  
Fax: 954-630-4265

**Delivery Address:**

City of Oakland Park  
Joe Teolis  
Public Works Department  
5100 NE 12 Terrace  
Oakland Park, FL 33334  
Phone: 954-630-4441  
josepht@oaklandparkfl.gov

**City of Plantation**

Estimated annual expenditure: \$50,000  
Charles Spencer  
400 NW 73<sup>rd</sup> Avenue  
Plantation, Fl. 33317  
Phone: 954-452-2544  
Fax: 954-452-2546  
ESpencer@plantation.org

**Delivery Address:**

City of Plantation  
Charles Spencer  
700 NW 91<sup>st</sup> Avenue  
Plantation, FL 33324  
Phone: 954-452-2544  
Fax: 954-452-2546  
ESpencer@plantation.org

**City of Pompano Beach**

Estimated annual expenditure: \$134,000  
DeJenaba Wedemier  
1190 NE 3rd Avenue, Bldg C  
Pompano Beach, FL 33060  
Phone: 954-786-4098  
Fax: 954-786-4168  
dejenaba.wedemier@copbfl.com

**Delivery Address:**

City of Pompano Beach  
Frankie Chevere  
1190 NE 3rd Avenue, Bldg C (REAR)  
Pompano Beach, Florida 33060  
Phone: 954-786-4110  
Fax: 954-786-4019  
frankie.chevere@copbfl.com

**City Of Sunrise**

Estimated annual expenditure: \$100,000  
Holly Raphaelson  
10770 W. Oakland Park Blvd.  
Sunrise, FL 33351  
Phone 954-572-2202  
Fax: 954-572-2278

**Delivery Address:**

City of Sunrise  
Chris Schiel  
14150 NW 8<sup>th</sup> Street  
Sunrise, FL 33325  
Phone: 954-888-6090  
Fax: 954-846-7404  
cschiel@sunrisefl.gov

**City Of Tamarac**

Estimated annual expenditure: \$60,000  
Keith Glatz  
7525 NW 88<sup>th</sup> Avenue  
Tamarac, FL  
Phone: 954-597-3570  
Fax: 954-597-3565  
keith.glatz@tamarac.org

**Delivery Address:**

City of Tamarac Public Services  
Utilities Division  
10101 State Street  
Tamarac, FL 33321  
Phone: 954-597-3767  
Fax: 954-597-3760  
Michael Christopher  
michael.christopher@tamarac.org

**Village Of Wellington**

Estimated annual expenditure \$150,000  
Emma Ramirez  
12300 W. Forest Hill Blvd  
Wellington, FL  
Phone: 561-791-4021  
Fax: 561-904-5806  
eramirez@wellingtonfl.gov

**Delivery Address:**

Village Of Wellington  
Water Treatment Facility  
Corey Robonson  
1100 Wellington Trace  
Wellington, FL  
Phone: 561-791-4000

## SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

### 2.1 Other Governmental Agencies

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the City. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the City. None of the participating governmental agencies shall be deemed or construed to be a party to any contract executed by and between any other governmental agency and the Contractor(s) as a result of this procurement action.

### 2.2 Independent Contractor

The Bidder represents itself to be an independent firm offering such products or services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### 2.3 Sub-Contractors

If the Bidder proposes to use subcontractors in the course of providing these products and/or services to the City, this information shall be a part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

### 2.4 Addenda, Changes and Interpretations

Any inquiry or request for interpretation received ten (10) or more days prior to the due date for the opening of the Bids will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than seven (7) days prior to the bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided on the bid form. All addenda are a part of the contract documents and each Bidder will be bound by such

addenda, whether or not received by Bidder. It is the responsibility of each prospective Bidder to verify that they have received all addenda issued before bids are opened. No verbal interpretations may be relied upon.

**2.4.1** Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the bid will be deemed non-responsive.

**2.4.2** Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the City has the sole discretion to waive.

### 2.5 Multiple Bids

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved except for sub-Bidders. If there is reason to believe that collusion exists between Bidders, those parties' bids will be rejected and deemed for City purposes to be a conviction of a public entity crime.

### 2.6 Variances

**2.6.1** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the ITB General Conditions, Special Conditions, Technical Specifications or Addenda. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the ITB and referenced in the space provided on the bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

**2.6.2** By receiving a bid, the City does not necessarily accept any variances contained in the ITB. All variances submitted are subject to review and approval by the City. If any bid contains material variances that in the City's sole opinion, makes that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City, as conditional.

- 2.7 Omission of Details**  
The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the contractor of their performance responsibilities.
- 2.8 Mistakes**  
Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.
- 2.9 Bidder's Cost**  
The City shall not be liable for any costs incurred by Bidders in responding to this ITB.
- 2.10 Bid Acceptance**  
Any bid may be withdrawn up until the bid opening date and time (due date). Any bid not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the products and/or services set forth in the ITB. Bidder warrants by virtue of submitting his Bid that his Bid and the prices quoted in his Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of ITB opening unless otherwise stated in the ITB.
- 2.11 Rejection of Bids**  
The City reserves the right to accept or reject any or all bids, parts of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bid process.
- 2.12 Bidder Qualifications**  
Bidder shall be in the business of providing water meter fittings and water line accessories and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform if awarded a Contract. Bidders shall satisfy each of the following requirements cited below. Failure to do so will result in the Bid being deemed non-responsive.
- 2.12.1** Before awarding the Contract, the City reserves the right to require that the Bidder submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Bidder, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.12.2** Bidder shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.12.3** Neither Bidder nor any principal, officer, or stockholder of Bidder(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.12.4 Qualifications Statement**  
Each Bidder shall complete the Qualifications Statement, and submit the same with their bid. Failure to submit the Qualifications Statement and the documents required there under with the bid may constitute grounds for rejection of the bid.
- 2.13 Bidder's Experience Record**  
The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the project requested by this bid.
- 2.14 Licenses and Certifications**  
The Bidder shall be appropriately licensed to perform the work. Bidder shall possess at the time of bid opening all required licenses and certifications. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
- 2.15 Insurance**
- 2.15.1** The Bidder's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.
- 2.15.2** The successful Bidder shall not commence operations pursuant to the terms of this ITB and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved.
- 2.16 Indemnification**  
The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to

defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

#### **2.17 Legal Requirements**

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **2.18 Protest Procedures**

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply:

**2.18.1** Any Bidder who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the

protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.

**2.18.2** Upon receipt of a protest of the pending award of a contract, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Bidders of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

**2.18.3** The Purchasing Manager shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.

**2.18.4** The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest.

**2.18.5** The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the protest and fashion relief or remedial action as it deems appropriate, or reject all bids and begin the ITB process again.

**2.19 Cone of Silence**

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows:

**2.19.1** A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for invitations to bid, requests for bids, requests for qualifications, or other competitive solicitation. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for bids and requests for qualifications and shall not end until the Commission gives final approval of the contract.

**2.19.2** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

**2.19.3** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

**2.19.4** Any action in violation of this section shall be cause for disqualification of the bid or the bidder. The determination of a violation shall be made by the City Commission.

**2.20 Small Disadvantaged Business Entity (SDBE)**

In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

**2.20.1** The city commission does hereby establish a goal of 15 percent participation by SDBEs

for all competitively bid contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation Affidavit, to be filed with all competitive bids, is attached below.

**2.20.2** Unless specifically exempted by resolution of the city commission, or otherwise set forth herein, each contract which is competitively bid or the subject of a request for proposal shall include a requirement that the contractor commit to the expenditure of at least 15 percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the city commission or city manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's bid is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the bid. The city manager may change the form of the affidavits required.

**2.20.3** In all contracts governed by this subdivision SDBE participation (or as required in bid



specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The city commission may, by motion, require the provisions of this subdivision to apply to requests for proposals or other contract awards.

#### 2.21 Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Bidder shall complete the Disclosure Form (attached). Failure to do so may result in the Bidder's bid being deemed non-responsive.

#### 2.22 Public Records / Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, bids, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

#### 2.23 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Bidder, 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 in Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### 2.24 Anti-Collusion

The Bidder certifies that it has not divulged, discussed or compared its bid with other Bidders, except subcontractors if they form part of the response and has not colluded with any other Bidders or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form (attached) and shall submit the form with the Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

#### 2.25 Conflict of Interest

**2.25.1** The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Contract hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

**2.25.2** No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's Bidder's List and prohibition from engaging in any business with the City.

#### 2.26 No Contingent Fee

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

**2.27 Special Conditions**

Any and all Special Conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

**2.28 Entire Agreement**

This Invitation to Bid, all attachments and exhibits, addenda, and the resulting Contract attached states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby.

**2.29 Nonexclusive Contract/Additional Services**

Bidder agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products or services at its sole option.

**2.30 Assignment**

Contractor shall not transfer or assign or subcontract the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

**2.31 Waiver**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

**2.32 Survivorship Rights**

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

**2.33 Severability**

If any term or provision of this contract is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

**2.34 Default and Termination****2.34.1 Termination for Cause**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

**2.34.2 Termination for Convenience**

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. The City shall compensate the Contractor for all work properly performed prior to the termination.

**2.34.3 Cancellation for Unappropriated Funds**

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.35 Advertising**

In submitting a bid, the Bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

**2.36 Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall

take place in the Southern District in and for the State of Florida.

**2.37 Safety Requirements**

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

## SECTION 3 - SPECIAL TERMS AND CONDITIONS

### 3.1 ITB Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

<b>Event</b>	<b>Date</b>
ITB Available	08/03/12
Last Date for Question	08/20/12
Issue Addenda (if required)	08/22/12
Bid Opening (DUE DATE)	08/29/12 at 11:00 a.m. EST
Commission Meeting	09/18/12
Contract Commencement	10/01/12

### 3.2 Submission and Receipt of Bids

**3.2.1** One (1) clearly marked original, one (1) hardcopy, and one (1) electronic copy of the bid shall be submitted on or before the due date and time, Wednesday, August 29, 2012 at 11:00 a.m. EST, in one single sealed envelope or package. Faxed, e-mailed or verbal bids will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a Bid not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) Water Meter Fittings and Water Line Accessories  
ITB #2011-12/22
- 2) Due Date
- 3) Company/Bidder's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach  
Purchasing Division  
401 S.W. 4<sup>th</sup> St.  
Deerfield Beach, FL 33441

**3.2.2** Any erasures or corrections on the bid must be made in ink and initialed by the Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen or ink. Bidders shall use the bid forms provided by the City. Failure to use the forms may cause the bid to be rejected and deemed non-responsive.

**3.2.3** Bids must contain a manual signature of the authorized representative of the Bidder. The address, e-mail and telephone number for communications regarding the Bid must be shown.

**3.2.3.1** Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

**3.2.3.2** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 3.2.4** All bids received from Bidders in response to the Invitation to Bid will become the property of the City of Deerfield Beach and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 3.2.5** Bids will be publicly opened in the Purchasing Division, 2nd Floor, 401 S.W. 4<sup>th</sup> Street, Deerfield Beach, FL 33441. The Bidder's name will be read aloud. Bidders and the public are invited to attend. Bids will be tabulated and made available for review by Bidders and the public at such time as the City provides a notice of an intended decision or until 30 days after the bid opening, whichever is earlier.

### **3.3 Contract Award**

- 3.3.1** The City shall determine which Bidders are responsible and responsive, quoting the greatest discounts for the items indicated on the Bid Schedule. It is the intention of the City to award this contract to at least one (1) but no more than two (2) bidders for each manufacturer's catalogs listed in the Technical Specifications. Bidders may bid multiple manufacturers' catalogs and price listed in the technical specifications. The successful bidder shall be responsible for supplying each participating agency with the catalog/price list awarded, in the format requested by the participating agency, within ten (10) days of notice of award.
- 3.3.2.** The City reserves the right to accept or reject any or all bids. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.
- 3.3.3** A recommendation of award will be made to the City Commission. The City Commission has the ultimate authority to approve and/or reject any and all bids. Upon approval by the City Commission, the City Manager is authorized to execute a Contract on behalf of the City.

### **3.4 Warranty**

#### **3.4.1 Warranty of Title**

The successful Bidder warrants that all goods and materials furnished under the Contract will be new unless otherwise specified and that successful Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

#### **3.4.2 Warranty of Specifications**

The successful Bidder warrants that all goods, materials and workmanship furnished, whether furnished by the successful Bidder or its sub-contractors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

#### **3.4.3 Warranty of Merchantability**

The Successful Bidder warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

**3.4.4 Warranty of Material and Workmanship**

The successful Bidder warrants all materials, products and workmanship for at least as long as the manufacturer's warranty or a minimum of one (1) years from date of acceptance by the City, whichever is greater. If within the warranty period, or within such larger period of time as may be prescribed by law or warranted by the Bidder and product manufacturers, any of the materials or products are found to be defective or not in accordance with the specifications, the successful Bidder shall promptly replace the defective materials or products in its entirety at no additional charge to the City.

**3.4.5 Warranty of Intellectual Property**

The Successful Bidder warrants that there has been no violation of copyright, patent, or other intellectual property rights either in the United States of America or in foreign countries in connection with the work of the contract.

**3.4.6** All warranties made by the Successful Bidder together with service warranties and guarantees shall become the City's and the successors and assigns of the City.

**3.5 Delivery**

**3.5.1** All items shall be delivery FOB destination to a specified City address. Inside delivery shall be provided when requested at the time of order at no additional charge to the City. All delivery costs and charges must be included in the percentage discount quoted. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made within time specified herein.

**3.5.2** Deliveries shall be made within ten (10) calendar days after receipt of an order. In the event delivery cannot be made within ten (10) calendar days, the contractor shall immediately notify the ordering department. The City, in its sole discretion, may accept the delivery date, or cancel the order in part or in its entirety. The City of Deerfield Beach reserves the right to terminate the contract in the event of repeated delays in delivery.

**3.5.3** Various co-op agencies may pick-up catalog items from the successful vendor's place of business. Catalog items which are picked up shall be priced in accordance with the percentage discount quoted in this bid

**3.5.4** Special order items should be delivered within twenty-one (21) calendar days after receipt of order.

**3.6 Inventory**

**3.6.1** The Contractor shall have access to adequate inventory to attain 100% fill rate on high use items, and 95% fill rate on catalog/price list items. A 100% fill rate shall mean that 100% of the high use items will be delivered within ten (10) calendar days after receipt of order. A 95% fill rate shall mean that 95% of items ordered through the catalog/price list are delivered within ten (10) calendar days after receipt of order. The City reserves the right to require proof of access to inventory.

**3.6.2** The Contractor shall notify the ordering department of each respective agency when they are out of stock on any high use items, or other supply chain issues effected delivery. The City reserves the right to procure out of stock items from other sources in these circumstances.

**3.7 Samples and Demonstrations**

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

**3.8 Quantities**

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item from the contract if it is determined to be in the best interest of the City at its sole discretion.

**3.9 Price**

Proposer shall quote a firm, fixed discount for the items listed in the technical specifications and on the bid schedule. Prices shall include all costs associated with the project including labor, equipment, supplies, management, travel, delivery, fuel, etc. Percentage Discounts for all products and services purchased under this contract shall remain firm for the initial contract term.

**3.10 Cost Adjustments**

**3.10.1** If during the contract period, the City is able to purchase the products specified herein on the open market at prices less than the contract price, the contractor shall meet these prices or the City may rebid the products and services.

**3.10.2** List price discounts for optional renewal terms and any extension terms shall be subject to an adjustment only if very unusual and significant changes have occurred in the industry or to the pricing structures between manufacturers and distributors. In such a case the contractor shall provide sufficient documentation to the City to justify the adjustment.

**3.10.3** The City has the right to refuse the requested adjustment if it is not properly documented, submitted less than ninety (90) days from the contract expiration date, or considered by the City to be excessive or insufficient. In the event the City does not wish to accept the adjustment and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

**3.11 Reporting Requirements**

The Contractor(s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume for each group during the reporting period for each participating agency. The report may be provided in greater detail, but no less than the requirement stated herein.

**3.12 Catalogs and Price Lists**

The Contractor shall provide the most recent and updated manufacturer's catalog or published price list available. Catalogs/Price Lists shall be provided in both hardcopy and/or electronic (compact disc or website) format at the preference of the participating agency. Pricing shall be based on Contractor's percentage discount contained in their bid submittal and shall affect the list prices of the most recent and updated manufacturer's catalog or published price list.

**3.13 Value-Added Items**

Products and services listed in a manufacturer's catalogs or published price lists that do not pertain to this ITB or that are not listed in the Bid Schedule, but are included in the same catalog or price list containing the products and services pertaining to this ITB may be offered at a percentage discount off list pricing. These items shall be referred to as Value-Added Items. Bidder's interested in offering Value-Added Items shall do so in a format consistent with the bid schedule, providing a percentage discount for a group of items when permissible. Offerings from catalogs that do not pertain to the products and services relevant to this ITB shall not be accepted. Additional sheets may be attached to the Bid Schedule for Value-Added Items.

**3.14 Invoices and Payment**

Each Agency's invoice and payment, requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, list price, percentage discount per the contract, contract price, total price, and other requirements required by individual agencies.

The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

**3.15 Required Documents**

The following documents shall be submitted in the order listed below as a condition of this ITB at the time of submittal with the Bidder's response:

- 1) Bid Package (Section 5)
  - a) Bid Requirements Checklist
  - b) Bidder's Certification
  - c) Bid Schedule
  - d) Qualification Statement
  - e) Schedule A – Disclosure Form
  - f) Indemnification Clause
  - g) Non-Collusive Affidavit
  - h) Drug Free Workplace
  - i) References
  - j) Variances to the ITB (if applicable)
- 2) Copy of a Certificate of Insurance
- 3) Required Licenses and Certifications (if applicable)

**3.16 Insurance Requirements****3.16.1 Coverage**

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

**a. Commercial Liability Insurance**

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services



Office and must include:

- Premises and/or operations
- Independent contractors
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

**b. Business Automobile Liability**

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

**c. Workers Compensation Insurance**

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

**3.16.2 General**

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- a. Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b. Contractor shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
  
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

## SECTION 4 – TECHNICAL SPECIFICATIONS

### 4.1 Product Groups

Water meter fittings and water line accessories required by the City and the subject of this ITB include, but are not limited to the following:

Group	Product Category	Group	Product Category
1	Adapters	16	Plugs
2	Meter Boxes	17	Poly-Adapters
3	Clamps	18	Reducer Bushing
4	Connectors	19	Resettters
5	Corporation Stops	20	Service Saddles
6	Couplings	21	Tees
7	Curb Stops	22	Tubing
8	Elbows	23	U Branches
9	Flanges	24	Valves
10	Hose bibs	25	Washers
11	Idler Pipes	26	Yokes
12	Insert Stiffeners	27	Megalugs
13	Meter Stops	28	Grip Rings
14	Nipples	29	Ductile Pipe
15	Pieces, Branch		

### 4.2 Catalogs and Price List

Bids shall be accepted from vendors who can supply and deliver, in accordance with the terms, conditions, and specifications contained herein, one or more of the following manufacturers' catalogs / price lists. Bidders may submit substitutes; however, the City shall have full discretion and authority in the decision to accept or reject any substitutes, and determining any substitute's conformity to the specifications.

- American Flow
- American Valve
- A.Y. McDonald Mfg. Co.
- Buy Wholesale Company
- BMI
- Brooks
- Cambridge Brass
- Carson Brooks Industries, Inc.
- CDR Systems, Inc.
- Charter Plastics
- Clow
- DFW Plastics, Inc.
- Dresser Piping Specialties
- EBBA Iron Sales, Inc.
- Endot Industries, Inc.
- Fernco
- The Ford Meter Box Company, Inc.
- Hammond Valve
- JCM Industries, Inc.
- Lee Brass
- Matco-Norca
- McWane, Inc.
- Merit Brass
- Mueller Co.
- NIBCO, Inc.
- Pentek
- PVC
- Romac Industries, Inc.
- Smith-Blair, Inc.
- Spears Manufacturing Co.
- Star Pipe Products
- Total Piping Solutions, Inc.
- Trumbull Industries, Inc.
- Tyler Union
- Union Foundry
- US Pipe

**4.3 Regulations and Standards**

Products shall conform to all applicable federal, state, and local potable water distribution system regulations and nationally recognized standards including but not limited to:

- Environmental Protection Agency (EPA)
- American Water Works Association (AWWA)
- National Sanitation Foundation (NSF)
- American National Standards Institute (ANSI)
- ASTM International (ASTM)



*City of*

**D E E R F I E L D**  

---

**B E A C H**

**Section 5  
Bid Package**

**Water Meter Fitting and Water Line Accessories  
ITB #2011-12/22**

**Submitted By:**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Bid Requirements Checklist**

This form is for the benefit of the Bidder. All items listed below are required, shall be included in your Bid Package, and properly executed. The City will also use this form to aid in the evaluation of each Bidder's response as responsive.

<b>Bidder's Name:</b>		
<b>Requirement</b>	<b>Bidder's Use</b>	<b>City's Use</b>
Bid Requirements Checklist		
Bid Certification		
Bid Schedule		
Qualification Statement		
Schedule "A" Disclosure Form		
Indemnification Clause Form		
Non-Collusive Affidavit		
Drug-Free Workplace		
References		
Variances to the ITB		
Certificate of Insurance		
Required Licenses and Certifications (if applicable)		
Addenda (if applicable)		

**Bid Certification  
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in ITB #2011-12/22, Water Meter Fittings and Water Line Accessories. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Bid Package, together with the ITB, the purchase order, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the products and/or services to be provided in accordance with the terms and conditions set forth herein.

**Addendum Acknowledgment** (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Statement of No Bid** (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

\_\_\_\_\_

\_\_\_\_\_

**Communications regarding this bid shall be addressed to:**

Company Name: \_\_\_\_\_

Social Security No./ Federal Tax Id: \_\_\_\_\_

Bidder's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail: \_\_\_\_\_

**Bid Certification  
Page (2 of 3)**

**Certification of Bidder, If an Individual**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ (type of identification), as identification.

NOTARY'S SEAL: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
My Commission Expires: \_\_\_\_\_

-----  
**Certification of Bidder, If a Partnership**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, partner on behalf \_\_\_\_\_ (name of partnership), a partnership. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification), as identification.

NOTARY'S SEAL: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)  
My Commission Expires: \_\_\_\_\_